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CURRENT TOPICS.

MATTERS with regard to the Land Transfer Bill are going on satisfactorily. We comment elsewhere on the decision of the Associated Provincial Law Societies; and although the report of the Land Transfer Committee of the Incorporated Law Society to the Council is, of course, not yet divulged, we can hardly doubt that it will recognise the necessity of obtaining a restriction in the Bill of the area within which compulsion may be applied.

THE MODE of celebration of the sixtieth year of Her Majesty's reign adopted by the Council of the Incorporated Law Society is unexceptionable. It follows, in substance, the suggestion we ventured to make a few weeks ago, but improves upon it by ear-marking the fund to be raised for the relief of necessitous solicitors as the "Victoria Pension Fund." The mode of administration of the fund is to be hereafter determined, and we should like to see it entrusted to the Committee of the Solicitors' Benevolent Association, whose experience in dealing with cases of distress will be a sufficient guarantee against abuse. We earnestly hope that the response to the Council's appeal may be liberal. As will be seen elsewhere, the subscription list opens well.

WE PRINT elsewhere a very important draft rule which has been published pursuant to the Rules Publication Act, 1893. It repeals rule 1 of R.S.C., ord. 30, and makes a summons for directions obligatory in all actions, save in admiralty actions and in actions where the plaintiff proceeds to trial without pleadings under ord. 18*a*. There is no exception, as in the permissive rule at present in force, in favour of actions assigned to the Chancery Division. The summons will be returnable in not less than four days, and must be taken out by the plaintiff after appearance and before he takes any fresh step in the action other than an application for an injunction, or for a receiver, or for judgment under ord. 14. This is a change which it has been known for some time the Rule Committee intended to make, at least with regard to actions in the Queen's Bench Division. It was advocated by the Council of Judges in their report of 1892, and it carries out the policy, found so successful in the commercial court, of bringing the course of the litigation at an early stage

under the control of the court. To obtain the full advantage of this policy it is essential that the judge before whom the summons comes should be the judge who is going to preside at the trial, but under the existing arrangements of the Queen's Bench Division it would be impossible to secure any such continuity in the management of the action. The best that can be hoped for is that the hearing of the summons should be made the occasion for a careful consideration of the dispute between the parties, and that the directions given should be such as really to secure an early and efficient trial. But it will have to be remembered that these summonses will constitute an addition to the work of the judges. The omission in the draft rule of the words in R.S.C., ord. 30, r. 1, excluding Chancery actions altogether from the use of the summons for directions, is perhaps merely an inadvertence. No need for such a summons is felt in the Chancery Division.

THE PUBLICATION of the draft rule settles a question which we raised recently in referring to the Parliamentary discussion on the working of the Judicature Acts. It has been known that the rule was coming, but it has not been known whether it was to come by itself, or whether it was to await the publication of the entirety of the revised rules. We ventured to express the hope that the revised rules would be issued as a whole, and for this course we think there were good reasons. Improvements in procedure are to be desired, but it is not convenient to have them coming out in instalments when the whole code of rules is undergoing revision. The new rule will effect an important alteration in the conduct of litigation, and it would have been better if it could have been issued in connection with the other changes which are in contemplation. Possibly this separate publication is to be taken as an intimation that the draft of the revised rules is still far from being settled.

IN THE late Sir EDWARD KAY the legal world has lost a striking character rather than a great lawyer. He was masterful in will, imperious in manner, independent in judgment, and perhaps over-confident in his own intuition of facts and motives. His experience as a reporter, aided by a good memory, enabled him at any time to reel off a number of cases which served to give adequate reasons in support of any decision to which he had made up his mind. But his mind was made up, not so much upon legal doctrines (which he often misstated), as upon a boundless confidence in his own sense of equity as it was before it became hide-bound in technicalities. At times he would leave altogether to the Court of Appeal the task of finding authorities to support his trenchant decisions. A good instance is *Andrews* v. *Barnes* (39 Ch. D. 133), where, in a judgment of only a few lines, without reference to a single authority, he ordered the plaintiffs to pay solicitor and client costs of an unsuccessful action against charity trustees. On appeal, this was supported by a considered judgment written by Lord Justice FRY, containing a historical summary of the jurisdiction over costs in equity, which justified the jurisdiction as existing before the time of Richard II., and supported the application of it in the particular instance. The same case is a good instance of what must be admitted to have been his main "crank"—we refer, of course, to his attitude towards the whole profession of solicitors. He seemed to look upon himself as a Hebrew prophet with a special vocation for rebuking a wicked and stiff-necked generation who had gone a-whoring after false gods in the shape of the golden calf of costs. In this crusade he probably did, on the whole, more injustice than justice in particular cases; and he made the grievous mistake of extending his rebukes of individual delinquents to an attack upon the whole body, which was justly resented and never forgiven. If we may adopt a well-known historical epigram, he was "intoxicated with the exuberance of his own righteousness, and ever ready to malign a solicitor and to glorify himself."

BUT IT must be fairly conceded that in all matters over which SIR EDWARD KAY had primary control, his own conduct was beyond reproach in this way. He spared no trouble and pains to do the best at the least cost for all the estates which came under his administration in chambers, whether large or small. He was as particular in guarding large estates from wasteful allowances as in protecting small ones from costs. The former is a very rare quality in Chancery, and was only maintained by him by a dignified independence of his chief clerks on all occasions. An adjournment to him was never a handicap. He was never a favourite with counsel; he, in fact, treated them all impartially, as if he had overheard and believed in the reported petulant remark of his predecessor, the venerable Vice-Chancellor, that they were "a d——d pack of boys." His highest praise, after his inflexible determination to do justice according to his lights, was his remarkable faculty of growth. When an advocate, he was admitted to be an excellent advocate, but it was thought that he neither knew nor cared for law, and would never make a good judge. "*Vox et præterea nihil*" was the epigram applied to him. When a judge of first instance, it was admitted that he got through the work magnificently, but his slap-dash way of making for any statement of law which would back his conclusions was considered to be surely fatal to his reputation should he reach the Court of Appeal. Yet after his promotion he rapidly grew into his position, was recognized as a considerable judge, and retired, to the regret of his colleagues, after his proffered resignation had been more than once refused.

THE LONG-DEFERRED decision of the Queen's Bench Division in *Hawke* v. *Dunn* (reported in another column) seems to have come as a surprise to the public. Whatever the law may be regarding the bookmaker who plies his calling standing upon a stool under the shade of an umbrella (as in *Bows* v. *Fenwick*, L. R. 9 C. P. 339), or in a small space between the stays of a hoarding (*Liddell* v. *Lofthouse*, 1896, 1 Q. B. 295), it has been generally considered that the enclosure known as Tattersall's Ring, found on every racecourse of any reputation, is a sanctuary dedicated to the practice of betting, and protected by its own railings from the long arm of the law. This has been decided not to be the case by no less than five judges of the Queen's Bench Division with HAWKINS, J., as president, and no more authoritative tribunal for settling the question can well be imagined. We have more than once called attention to the authorities bearing upon this point (see 40 SOLICITORS' JOURNAL, pp. 269, 697, 713). The vexed question in each case has been whether a certain spot or area is a "place" within the meaning of the Betting Houses Act, 1853 (16 & 17 Vict. c. 119). That Act was aimed at the practice of ready-money betting without which the business of a bookmaker can hardly be conducted. It prohibits amongst other things the using of a "house, office, room, or other place" for the purpose of betting with persons resorting thereto. Obviously the word "place" must be intended to cover a locality—to use a neutral term—which could not be described as a house, office, or room; but attempts have been made in many of the cases to restrict its meaning on the *ejusdem generis* principle. And although the courts have never decided that the meaning of the word is to be confined to something like a structure, there are undoubtedly expressions in some of the decisions tending to shew that some such meaning is to be given to it. For instance, Lord COLERIDGE, C.J., in *Bows* v. *Fenwick*, remarked that there was "sufficient fixity of the structure by means of the spiked umbrella to bring the case within the words of the Act." The application of the *ejusdem generis* doctrine to the word "place" in this statute is now negatived by the recent decision. HAWKINS, J., ventures upon something like a definition of the word, but he does so in language so guarded that it will hardly be decisive as to the facts of any particular case. "Any area," he says, "of enclosed ground—expressing no opinion as to unenclosed areas—covered or uncovered, which is known by a name or is capable of reasonably accurate description, to which persons from time to time or on any particular occasions or occasion resort . . . used by a professional betting man for the purpose of exercising his calling and betting with such persons, or for the purpose of carrying on a ready-money betting business, *may* be a place within the meaning of the statute." The italics are ours, and it would seem to follow from the use of the word "may" that

even the concurrence of all the circumstances alluded to by the learned judge is not necessarily conclusive: each case must depend upon its own facts.

But the hard fact remains that a bookmaker exercising his calling within the sacred precincts of Tattersall's Ring has been held to have fallen within the net. Having regard to the language of the statute, its applicability to this long-privileged enclosure does not appear to us to admit of so much doubt as has existed in many minds respecting it. And once the notion of the necessity for a structure of some kind is got rid of, the decided cases do not countenance the view that the ring is outside the purview of the Act. In *Liddell* v. *Lofthouse* it was held that a locality more or less indefinite in its boundaries, but such as could be described and found, was a place within the statute. The locality there was no doubt of smaller area than Tattersall's Ring, and the bookmaker was not walking here and there in a large enclosure as in *Hawke* v. *Dunn*. But in principle the two cases appear to be undistinguishable; as long as there is a definite space, a few square yards of area more or less can hardly make any difference. It does not appear, therefore, that from the legal point of view *Hawke* v. *Dunn* can be considered as a new departure. From the point of view of the public, and more particularly of the bookmaking fraternity, it is naturally surprising that a law which has been in force for over forty years should have been broken with impunity at almost every race-meeting during the whole of that period. These law-breakers are as bewildered at the idea of the crimes they have committed as Molière's *bourgeois gentilhomme* was at the fact of his having unwittingly talked prose all his life. And as regards the future the serious question arises, How is the business of bookmaking to be legally carried on? We are assured by Hawkins, J., and other judges that mere betting is not illegal, and Chitty, J., has held that a member of a firm of bookmakers is entitled to an account of the profits on the ground that it was possible to carry on the business in a legal manner: *Thwaites* v. *Coulthwaite* (1896, 1 Ch. 496). But how and where? Hawkins, J., does not even give the profession the cold comfort of saying that on unenclosed land they are necessarily safe. And even if it were so, the bookmakers who are to be found on a racecourse outside the ring are not as a rule the most honourable members of their class, or those in whom the public have most confidence, and the member of Tattersall's would be lowered in his own estimation by practising his calling in a peripatetic manner. Rural solitudes would probably be safe, for the reason, amongst others, that even if the locality chosen were a "place," no persons would resort thereto; but for the same reason such a locality would have little attraction for the bookmaker. Certainly the profession is in difficulties.

For centuries it has been the law of England that in trials for treason or felony the jury must not separate after any evidence has been given until they have delivered a verdict, but in cases of misdemeanour and in civil cases they have been allowed to separate. At one time there may have been good reason for this, for when a man was put on his trial for felony, his life and his property were generally at stake, and not merely his liberty, so that his friends would often run any risk in order to tamper with the jury if they got an opportunity. The necessity for keeping a jury together until verdict has, however, long ago disappeared, and the law itself has become almost an absurdity. To lock up a jury all night because there has not been sufficient time to finish a trial for some trumpery larceny, while a trial like that of Jabez Balfour for a gigantic and far-reaching fraud may go on for day after day and the jurymen every night go to their homes, is little short of ridiculous. It is not only ridiculous, it is positively harmful, as it makes jury service unnecessarily unpopular. Jurymen give valuable time and services to the public, often at the greatest inconvenience, and everything should be done to lessen that inconvenience as far as is consistent with the performance of duty. The Juries Detention Bill, which lately passed the House of Commons and will probably soon be law, will doubtless for ever put an end to this state of things. It provides that "upon the trial of any person for felony, the court may, if it see fit, at any time before the jury consider their verdict, permit such jury to separate for the purposes of refreshment or rest in the same way and under the like circumstances as the jury upon the trial of any person for a misdemeanour are now permitted to separate." It will be observed that under this Bill, although it will be no longer necessary to lock a jury up, still the court has power so to do, and it is very easy to imagine a trial under such circumstances of local or popular excitement that it would be proper to follow the old practice—keep the jury from outside influence until their verdict was delivered.

In the case of *Duncan* v. *Dowding*, argued before a divisional court this week, a power was claimed for constables which, if acknowledged, would put the English policeman almost on a level with his brethren in more than one Continental country which might be named. It appeared that the members of a certain friendly society at Bristol are in the habit of holding a lodge meeting on one night in the week in a room in a public-house. By agreement the society have the exclusive right to the use of the room on the nights on which their meetings are held. Two police officers entered the premises one evening and demanded admittance to this room while a meeting of the society was being held, but the members refused to allow them to enter, and the landlord refused to help the officers. For this refusal the landlord, who was the appellant in this case, was summoned and convicted, and the conviction was upheld on appeal by the Recorder of Bristol, who, however, agreed to state a case for the opinion of the High Court as to the liability of the landlord. The conviction was under section 16 of the Licensing Act, 1874, which provides that "any constable may, for the purpose of preventing or detecting the violation of any of the provisions of [the Licensing Acts] which it is his duty to enforce, at all times enter on any licensed premises," and imposes a penalty upon any person refusing or failing to admit any constable. Now the room in question was not at the time open to the public; it was under the exclusive control of certain private individuals, and it is quite clear that the landlord himself (unless he happened to be also a member of the lodge) had no right whatever to enter the room against the wishes of those individuals. The question was whether the statute gives a constable that right. The judges fortunately held that it does not. Otherwise the position would be intolerable, and no bedroom in a hotel would be safe from the intrusion of a policeman, as the respondent's counsel was forced to admit. The power given to the constable to enter on "any licensed premises" cannot give him power to enter every room which forms part of the premises. The power is only given for a certain purpose—that is, to prevent or detect the violation of the licensing laws, but even for that purpose he can only enter if he has reasonable grounds for apprehending some violation. Probably the statute authorizes a constable, for reasonable cause, to enter any public room or licensed premises, or even a room in the sole occupation of the landlord, but it is surely going much too far to maintain that a constable has a right to enter a room let to a private individual and in his exclusive possession, even if the constable does believe that some offence against the licensing laws is likely to be committed.

The decision of North, J., in *London and County Banking Co.* v. *Goddard* (45 W. R. 310) shews that a vesting declaration made under section 12 (1) of the Trustee Act, 1893, may, in accordance with a practice now sometimes adopted, be effectually used by an equitable mortgagee to get in the legal estate, and even to divest it out of a subsequent legal mortgagee. Real estate was conveyed in 1883 to A. in fee, who sold it again, and then repurchased it in 1887. In 1890 he made an equitable mortgage to B. by deposit of the conveyance of 1887. In 1894 he made a second equitable mortgage to a bank by deposit of the conveyance of 1883. This deposit was accompanied by a memorandum by which A. declared himself a trustee of the premises for the bank, and authorized the bank to remove him from being a trustee and to appoint another trustee, and make a vesting declaration with respect to the pro-

perty. At this time the bank had no notice of B.'s prior equitable mortgage. In 1896 A. executed a legal mortgage of the property to C., who took with notice of the bank's mortgage. Subsequently the bank, having then discovered B.'s mortgage, executed a deed appointing a new trustee under their mortgage, and containing a declaration vesting the mortgaged property in the new trustee. The question then arose whether the bank had got in the legal estate so as to entitle it to priority over both B., the prior equitable incumbrancer, and C., the legal mortgagee. Under section 12 (1) of the Trustee Act, 1893, a vesting declaration made on the appointment of a new sole trustee with respect to any estate or interest in land subject to the trust, operates to vest that estate or interest in the new trustee. Ordinarily, of course, the effect of the delaration is to transfer the legal estate from the old to the new trustee, and the object is to save the conveyance which would otherwise be necessary. But there are no words in the section limiting the operation of the declaration to such a case, and, since the legal estate was at the date of the mortgage to the bank subject to the trust, it was an estate which was liable to be affected under the section. The case was made easier by the circumstance that C. took the legal estate with notice of the bank's equitable mortgage, and NORTH, J., held that he took it with the liability to have the estate divested by a declaration under the bank's memorandum of deposit. Hence the declaration effectually vested the legal estate in the trustee for the bank, and the bank thus acquired priority over the equitable mortgage of B. In a case like the present, where the legal mortgagee has taken with notice of the trust, the result really does no more than save a conveyance, for the legal mortgagee could not avail himself of the legal estate against the trustee for the equitable incumbrancer, and if section 12 is confined to cases where there has been notice, no harm is done. But it is not clear that the section is so confined, and then, if the wide construction allowed by NORTH, J., is correct, a legal mortgagee, though without notice, would not be safe. We do not apprehend that this would be the result. Probably it would be avoided by holding that the legal estate, when taken by a mortgagee without notice, ceases to be subject to the trust in favour of the prior equitable incumbrancer. But the matter is one on which there should be no possibility of a doubt.

THE PROVINCIAL LAW SOCIETIES AND THE LAND TRANSFER BILL.

AT the annual meeting of the Associated Provincial Law Societies on Friday, the 12th inst., a resolution was carried which in substance insists on the definition of the test area in the Land Transfer Bill as a necessary condition of assent to the compulsory clauses. The full text of the resolution was as follows:

> "That the clauses of the Land Transfer Bill imposing compulsory registration be opposed unless the following modifications can be obtained: (1) A definite restriction in the Bill itself of the area within which compulsion may be applied; (2) the (*a*) initiative, or (*b*) consent, of county councils as a condition of the application of compulsory registration; (3) the lapse of a definite experimental period before the area in which compulsion may have been applied is extended; and (4) a restriction of the power of practising in the Land Registry for reward to solicitors."

The effect of these modifications would, it seems, be two-fold: the Bill would limit an area beyond which compulsion could not be applied at all, and within which it could be applied only on the initiative or with the consent of the county council. Thus the Bill would define the limit within which the experiment of compulsory registration could be tried, but whether it would, in fact, be tried at all would depend upon the action of the county council within the defined area. We are by no means clear that such an arrangement is desirable. It refers to county councils a matter which, as we have already stated, we regard as quite beyond their scope. But this is a detail, and does not affect the main principle of the resolution, which is to save the country from the wholesale application of the compulsory clauses.

As a basis of compromise the resolution has an element of fairness which it is to be hoped will appeal to the Lord Chancellor. To compulsory registration the great body of solicitors are as much opposed now as ever they were. They have daily experience of the ease and convenience with which the transfer of land is carried out under the present practice; and in all good faith they deprecate the imposition both on themselves and their clients of the trouble and delay which will be incident to registration. They decline, therefore, to be consenting parties to a measure which will put it into the power of the Land Registry Office to extend registration over the whole country without any further application to Parliament. On the other hand, it is the argument of the Land Registry Office and its friends that registration has hitherto failed, not through any inherent defects of its own, but because it has not had a sufficient trial, and that only compulsion will insure it such a trial. The Lord Chancellor has already admitted that the validity of this argument is to be tested by experiment, and that the experiment should be conducted over a limited area. There is no reason, then, why this view should not be carried into effect with due regard to the opinions of those who object to compulsory registration altogether. Granted that the question in controversy is to be put to the test of experiment, all that is asked for is that the conditions of the experiment should be first defined. If compulsory registration is found to be a success, where will be the difficulty in extending its operation to other parts of the country by means of the renewed intervention of the Legislature? If, however, as those best qualified to judge anticipate, it should not be a success, the suggested modifications in the Bill are necessary in order to avoid all chance of the further extension of an unsuccessful system.

The resolution of the Provincial Law Societies is, indeed, a very marked concession to the desire of Lord HALSBURY to carry his Bill, and it ought to be treated as a sufficient concession. There are many, doubtless, who think it goes too far, and that it abandons the position which solicitors as a whole have consistently taken up. But the objections to an experiment in compulsory registration over a definite area are very different from the objections to a system which can be extended at will over the entire country. If the Bill were passed in its present shape and the system to any considerable extent introduced, it would be a matter of great difficulty to get rid of it, however burdensome it should prove. To registration over a limited area the objection does not apply with the same force. There will not have been the creation of the army of officials who must be provided for, and there will not have been the same widespread trouble attending initial registration. For it must not be forgotten that, whatever be the ultimate fate of the system, the first attempt to put it in force cannot fail to be attended with special trouble and expense. While, therefore, the compromise may be admitted without going to the length of assenting to universal compulsory registration, it really gives the advocates of that system all that they can reasonably want for the success of their scheme. Their whole case rests on the assumption that the system only requires to be tried for its merits at once to become apparent. The assistant registrar of the Land Registry Office has traversed Germany and Austria to discover how they carry on registration there, and we have his printed report that he found everything admirably arranged. It may be assumed that the latest improvements in the way of registration are only waiting for the passing of this Bill before they are introduced. A few short months and Mr. BRICKDALE may have improved on his teachers and be ready to give a lesson to inquiring foreigners. By all means let it be so, but for the sake of those who do not share in the admiration of registration as it is carried on in Germany, let a boundary be set at the same time to the area within which registration is to work. If its friends are to be believed, and it is to be a success, this result will speedily enough become apparent. But if, as we have always maintained, it brings with it difficulties and delays which can be avoided under our present method of doing business, the limitation of area will be effectual to check the spread of the system. The suggested compromise offers all that is required to give registration a fair trial, and, if generally acquiesced in, it will secure the passing of the Bill. What more can the Lord Chancellor, or any advocate of registration who has faith in the system, desire?

MARRIAGE OF FOREIGNERS IN FRANCE—LEGAL SITUATION IN FRANCE OF PERSONS WITHOUT ANY NATIONALITY.

A case was decided at Paris by the Tribunal de la Seine on the 4th of February this year which presents some curious points of law, besides being interesting from the fact that some of the parties concerned are well known in England.

An Austrian of the United Greek Church married an Austrian lady of the Roman Catholic Church named Maldaner, at Vienna, by the Roman Catholic ritual. They went to live in Russia, where the husband became naturalized, and transferred himself to the Orthodox Greek Church. Differences arose between them, and the Holy Synod of St. Petersburg, being led to believe that the man had belonged to the Orthodox communion at the time of his marriage, and ignoring the rule that ceremonies are governed by the law of the place where they are had, ignoring also or being unaware of the fact that at the time of the marriage neither party was Russian, pronounced a sentence of nullity of the marriage by application of the Russian law (Civil Code, Art. 72), which requires the Orthodox rite for the marriage of an Orthodox party. The lady afterwards joined the Orthodox Greek Church, perhaps in the hope of furnishing another support to the sentence, and married at Paris the Prince Adolf von Wrede, a German. But the prince was not long in discovering the serious reasons which existed for doubting at least the extra-territorial validity of the St. Petersburg sentence, and instituted a suit at Munich, to the law and jurisdiction of which place he was subject both by nationality and by domicile, to have his marriage declared void on the ground of the continuance of the previous marriage of the lady. In this he succeeded, the Bavarian Court of Appeal holding it proved that the St. Petersburg sentence had been obtained by fraudulent allegations, and therefore could have no force out of Russia, even though not formally set aside in that country. And then the prince, on the 22nd of October last, married in Switzerland an Argentine widow, Madame Alvear de Benites.

The proceedings now in question were commenced at Paris by the prince against Madame Maldaner, in order to have the Bavarian judgment declared entitled to execution in France, and a notice of it entered in the register containing the entry of his marriage with her; but he announced his withdrawal from them on finding that the mayor of the *arrondissement* made the desired note in the register without requiring further authority for doing so than the Bavarian judgment itself. The defendant, however, who had lodged a counter-claim to have the Bavarian judgment declared of no effect in France, opposed the prince's withdrawal (*désistement*), and the decision was given on her demand that the proceedings should be continued. That the utmost possible was made of her case is certain, Maître Clunet, the well-known editor of the *Journal du Droit International Privé*, being her advocate, but she failed.

By the technical reasons relating to the French law of *désistement* the court was led to the conclusion that all turned on whether the defendant had a legitimate cause for opposing the plaintiff's withdrawal, and it held:

First, that since the *status* of a foreigner in France is governed by his personal law (*statut personnel*), the judgment of the foreign competent court on his *status* is directly applicable in France, as the law by virtue of which it is pronounced would be, without any need of its being clothed with an *exequatur*.

Secondly, the Austrian Civil Code and Letters Patent of the 24th of March, 1832, make the loss of Austrian nationality the consequence of an absence from the country of specified duration under specified conditions, which the court, by an examination of the defendant's life after the St. Petersburg sentence, held to have been fulfilled in her case. If, therefore, she was right in contending that her first marriage must be taken as null, the consequence would be that she retained her Austrian nationality until she lost it by absence, and that she must now be taken to be without nationality—*sans-patrie*.

What follows on this is, perhaps, the most interesting part of the judgment from a legal point of view. In general, we are told, the French courts are not open to litigation between foreigners on questions of *status* and movables: they ought to go to their own judges. But if the defendant was without nationality "she would have in consequence—according to the doctrine now established in France, which insists that for every injury there shall be judges to whom to have recourse—the incontestable right of invoking French jurisdiction, provided it was impossible for her to submit her rights to a regularly-constituted tribunal in any other country and obtain its decision on her claims." On this point, however, her case failed. She had not attempted, as she might have done, to discuss the merits of her case before the Bavarian court, but had only made an objection to its jurisdiction, which was easily overruled. She was not therefore entitled to renew the litigation in France by mere caprice, and, although a public interest would justify its renewal, the circumstance that the ceremony of marriage between her and the prince had been performed in France did not give that country any interest in the question of its validity, which was an affair to be left to the legislation of the country to which the parties were subject.

Thirdly, it had been argued on the topic last mentioned that the Bavarian decree interested France as declaring the nullity of an act of a public French authority, but the court held that acts concerning *status* (*les actes de l' état civil*) are not acts of public authority under the local law, but evidences provided by the local law of legal relations created and governed by the personal laws of the parties interested; in other words, that the authority which unites a couple in matrimony is not the law of the place where the ceremony is performed, but their personal law.

For these reasons the action and counter-claim were struck out of the roll in accordance with the plaintiff's notice of withdrawal, and with costs against the defendant, and the marriage of the Prince Adolf von Wrede with Madame Alvear de Benites stands firmly on the Bavarian judgment.

J. Westlake.

LEGISLATION IN PROGRESS.

Marine Insurance.—The Marine Insurance Bill has been referred by the House of Lords Standing Committee to a Sub-Committee, consisting of the Lord Chancellor, Lords Watson, Herschell, Russell of Killowen, and other lords.

Working Men's Dwellings.—On the Working Men's Dwellings Bill coming before the House of Lords Standing Committee, the Earl of Kimberley objected that there was no provision in the Bill as to what was to happen when the advance on a house had been all paid off. During the currency of the loan the house is to be held subject to certain conditions. He submitted that the property ought to vest in the person who had paid off the advances free from condition. The Marquis of Londonderry saw no objection to inserting words to meet the point raised before the next stage of the Bill. The Bill was ordered to be reported with amendments to the House.

Bills Advanced.—The Juries Detention Bill and the Preferential Payments in Bankruptcy Act (1888) Amendment Bill have passed the House of Commons, and have been read a third time in the House of Lords.

REVIEWS.

BOOKS RECEIVED.

Introduction to the Study of the Law of the Constitution. By A. V. Dicey, Q.C., B.C.L., Vinerian Professor of English Law, Fellow of All Soul's College, Oxford, Hon. LL.D. Fifth Edition. Macmillan & Co. (Limited).

The Order of the Coif. By Alexander Pulling, Serjeant-at-Law. William Clowes & Sons (Limited).

The *St. James's Gazette* says that Mr. Homersham Cox, the distinguished mathematician and ex-county court judge, died at Tonbridge on Wednesday in last week. Mr. Cox, who was seventy-five years of age, was the son of Mr. Edward Treslove Cox. He was educated at Jesus College, Cambridge, and was called to the Bar at the Inner Temple in 1851. He was appointed a county court judge in 1871, his first circuit being that of Mid-Wales, from which he was transferred to Cardiff in 1884, and after a few months was again transferred to the Lambeth County Court. He retired in 1893. Among his published works are treatises on the differential calculus and the integral calculus, and also a treatise on the law of real property.

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Let me give a recent experience of the Land Registry, which at the present has but little to do, that your readers may judge what may happen if all transfers should have to be dealt with by officials.

Twenty-two days after contract for purchase of registered and unregistered land for £5,400, I paid the purchase-money, and took up (1) the conveyance of the unregistered and (2) the transfer of the registered land, which was upon the register with an absolute title without condition or incumbrance.

Seven days after lodging transfer at the registry and bespeaking certificate of title, I was informed the certificate was not ready and I was requested to call in a week or so. Ten days later it was still not ready. Yet another two days and I obtained it. But, even then, the request for an explanatory plan, made at the time of lodging the transfer, had been overlooked, and the certificate was not finally completed for another five days—*i.e.*, twenty-four days after lodging the transfer and the request for certificate.

Result: purchase under one contract completed, and proper evidence thereof in purchaser's hands—as to unregistered land twenty-two days after contract, as to registered land forty-six days after contract. H.

March 16.

THE LEGACY DUTY OFFICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A few months ago an examination was held for several vacant posts in the Legacy Duty Office, for which only admitted solicitors can now compete.

As it is probable—in fact, practically certain—that many of our junior members are at this moment working up for the next examination, I think it my duty as a brother solicitor to raise a note of warning and point out the condition of things which exist in this particular office.

It is only fair to admit at the outset that, during a re-organization some two or three years ago, several prizes and rapid promotions fell to the lot of those who had recently secured appointments; practically few, however, fell to the bulk of the staff, who had during several years of severe pressure given legal and willing service. With these latter, however, I have here nothing to do. Their turn may possibly come some day. I am now merely concerned for those who are seriously contemplating an admission to the Legacy Duty Office. The prospects are as follows:

The entrance salary is the munificent one of £150 per annum. An annual increment of £10 will, in fifteen years, bring the successful candidate to his maximum salary of £300. As, however, he may be twenty-five or twenty-seven years of age at the date of his admission, he will thus be over forty years of age before he arrives at this figure, and may even then have to stop at his maximum for some years, for all possibility of an earlier promotion is barred by the fact that his class will number over fifty, most of whom will barely exceed his own age.

Under these circumstances it will be worth while for the more talented and energetic of possible future candidates to pause before throwing away their professional heritage for a mess of official pottage. A Solicitor.

THE COUNTY COURTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—To day is the jubilee of the county courts.

Their success and favour with the public, and their increased and annually increasing jurisdiction are entirely due to the country solicitors. The Law Institution fifty years ago only represented the London solicitors. They opposed the institution of county courts, and for years almost ignored their existence, and when they did refer to them, did so in a sneering and contemptuous tone. It was a common saying with London solicitors, "I never go into a county court."

By section 9 of 9 & 10 Vict. c. 95 certain solicitors were eligible to be judges, and by section 20 of the same Act all solicitors could be deputy judges. These clauses were soon after repealed, and the judges and their deputies confined to barristers, without, as far as I can remember, any protest from the Law Society.

In 1878 a Committee of the House of Commons was appointed to report upon county courts, and heard evidence. The Committee reported in favour of an extended jurisdiction, and amongst other recommendations was one that the registrars should try all cases up to £5. The then president of the Law Society in his evidence said that the registrars, who must be solicitors, were not fit to be trusted with judicial duties.

What do we now see in this jubilee year of the county courts?

The present president of the Law Society approves of the last preposterous rules of the County Court Rule Committee (all of whom are barristers), whereby creditors are to be harassed by most complicated affidavits in trying to recover their debts; but, more than this, he approves of the extraordinary rule that would-be plaintiffs shall, before they actually enter a summons against a defendant twenty miles off, deposit sufficient money in court to meet the costs of a successful defendant, and his travelling and other expenses from, say, London to Cornwall!

The vast majority of solicitors have for their chief clients men in business. According to the official returns the great mass of litigation is in the county courts. Make litigation tedious and troublesome, and the public will lose their debts rather than go to law. Tell a plaintiff he must put down hard cash besides making a long rambling affidavit before he can enter a summons, and he will probably give up his claim.

The Law Society, in their annual report, whine about the few members of the profession who join their body. Are you surprised, seeing how they approve of rules affecting the practice of courts which transact the largest amount of business in the kingdom?

March 15. X. Y.

[Our correspondent forgets that the president may have been outvoted in the Rule Committee.—Ed. *S. J.*]

UNDERWRITING AGREEMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 16th of January last you were kind enough to insert a letter from me on the above subject. I again trespass on your valuable space for the purpose of referring to the recent decision of the Court of Appeal (*Re The Consort Deep Level Gold Mines* (*Limited*)), to which you devote two leaderettes in your issue of Saturday last, and to the more recent decision of the Master of the Rolls (*The North Charterland Co.* (*Limited*) v. *Riordan*), reported in the *Times* of Monday last, the 15th inst.

The utmost confusion appears to prevail with regard to underwriting agreements, and it is important that one should be careful not to draw *general* conclusions from decisions which affect *particular* forms of documents. The underwriting agreement in the former of the above-mentioned cases was entirely different from that in the latter, and thus it would be misleading to endeavour to generalize on the two cases, having regard to that fact.

In the former case the underwriting letter had these words printed at the foot, "The above contract is accepted by me to the extent of shares underwritten," and although it is true that the promoting company's secretary filled up the blank for the whole number of shares underwritten, yet as the blank obviously gave the promoter the power of filling it up for either the full number or a lesser number, and *as it was proved he had never communicated to the underwriter what number he had filled up the blank for*, the Court of Appeal held that the agreement was not complete because in effect the parties were not *ad idem*. If this is so, nobody can complain of the decision, because it appears to be in accord not only with the usual law of contracts but also of common sense.

When Lindley, L.J., however, dealt with the question of acceptance and notification of such acceptance to the underwriter, it is respectfully submitted he went wrong as you properly point out in your article on p. 322. He said "that until *the company*," presumably meaning the new company and not the promoting company, "knows how many it wants from the underwriter, I do not see how *it can* be in a position to accept the offer," but the company has nothing to do with the underwriting letter and consequently has nothing to do with the acceptance or rejection of the "offer." This is a contract between the underwriter and the promoter, and acceptance or rejection must, if at all, come from the promoter.

The liability of the underwriter is the *whole number of shares underwritten* and accepted, or, in the stupid form above mentioned, "accepted to the extent of," and such liability is only reduced, if at all, by *the promoter* when he sees how many shares have been subscribed to the company by the general public. Then, again, in this case the promoter omitted to request the underwriter to apply for such number of shares as formed his proportion of the total liability for shares underwritten, but proceeded to apply in the underwriter's name for them. This course appears to have been in distinct breach of the express terms of the contract, as the promoter's right to apply only *arose in the event of the underwriter failing to apply*—in other words, it was a condition precedent to the promoter's right to apply that he should have requested the underwriter to do so. On these grounds the decision went in favour of the underwriter.

In the second of the above-mentioned cases no words of acceptance were fortunately appended to the foot of the document, but when received from the underwriter it was filed by the secretary of the promoters, and in due course the authority, which in this case was not conditional, to apply for shares in the underwriter's name was

exercised, with the usual result that the underwriter at once repudiated his liability as a shareholder on the ground of non-acceptance of his underwriting "offer." The Master of the Rolls, however, who the other day stated he detested underwriting contracts, thus expressed himself: "The contention was that the defendant's offer had never been accepted by anybody. The defendant went to the Mozambique Company's (the promoters) office for the purpose of offering to underwrite shares in the plaintiff company, and was undoubtedly anxious to have his offer accepted. The secretary, having a form of offer ready, handed it to the defendant, who signed it and handed it back to the secretary, who put it on the file. It was argued that this did not amount to an acceptance by the secretary because he did not say, "I accept your offer." Such a fine-drawn argument appeared to him to be untenable, and, in his opinion there had *clearly been an acceptance* by the secretary."

This decision harmonizes with common sense and with the universal practice prevailing until recent years, and shews that if promoters wish to avoid litigation with their underwriters or to avoid placing the company they are engaged in floating in such a plight, the simpler they make these documents the better.

Whether underwriting is, as is doubted by Rigby, L.J., legal, is another point; some day we may be told that as the underwriting commission comes out of the purchase price paid to the promoter, it is equivalent to issuing shares at a discount, and as such, an illegal operation. Until held to be illegal (and, personally, I think the only way to prevent the flood of rotten companies, to which, to the immense benefit of the revenue, we have been treated during the past few years, is to hold it illegal), it would be well, on the one hand, that greater simplicity of form were adopted, and on the other hand, that the judges should be careful to avoid any undue sympathy with a class of men who go in for what Lord Russell, C.J., calls a gamble—on the "heads I win, tails you lose" principle.

A promoter, having risked all the expenses attending the floating of a company, is just as much entitled to sympathy as an underwriter, who, for the sake of a commission, and knowing full well *the nature and effect* of his bargain, and the position in which he stands relatively to the promoter, practically enters into a gamble, which when, *and only when*, it turns out unfortunate, he seeks to repudiate with the aid of a clever-witted solicitor.

ENQUIRER.

THE LAW LIST, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The publishers of the *Law List* have just written us, under date March 11th, to the effect that the *Law List* will be published at the end of next week and a copy forwarded as soon as ready. It is difficult to appreciate the reasons for delay in publishing this important work, which is nearly out of date by the time it is in the hands of subscribers.

LAW LIST.

March 12.

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

RULE OF THE SUPREME COURT.

The following Draft Rule is published pursuant to the above mentioned Act:—

Order XXX.

Rule 1 of Order XXX. of the Rules of the Supreme Court, November, 1893, is hereby annulled, and the following Rule shall be substituted in lieu thereof:—

1.—(*a.*) Subject as hereinafter mentioned, in every action a summons for directions shall be taken out by the plaintiff, returnable in not less than four days.

(*b.*) Such summons shall be taken out after appearance and before the plaintiff takes any fresh step in the action other than application for an injunction, or for a receiver, or for summary judgment under Order XIV.

(*c.*) The summons shall be in the Form No. 3 (*a*) Appendix K, with such variations as circumstances may require, and shall be addressed to and served upon all such parties to the action as may be affected thereby.

(*d.*) This Rule shall not apply to Admiralty actions within the meaning of section thirty-four of the Judicature Act, 1873, or to actions coming under the provisions of Order XVIIIA.

(*e.*) Where, under Order XVIIIA., the defendant applies for a statement of claim, the Judge may deal with such application as if the plaintiff had been entitled to take out and had taken out a summons for directions.

Copies of the above Draft Rule may be obtained from the Lord Chancellor's Office, House of Lords, S.W.

CASES OF THE WEEK.

House of Lords.

HOOD BARRS *v.* CROSSMAN & PRICHARD. 16th March.

PRACTICE—COSTS—SOLICITOR—REPAYMENT OF COSTS—APPEAL.

This was an appeal from a decision of the Court of Appeal (Lord Esher, M.R., A. L. Smith, and Rigby, L.JJ.) reported as *Hood Barrs* v. *Heriot* (44 W. R. 487; 1896, 1 Q. B. 610). Judgment had been obtained for £44 1s., debt and costs, against the defendant in the action, a married woman who, under her marriage settlement, was entitled to the income of trust funds for her separate use without power of anticipation. At the date of the judgment there were arrears of income accrued due, and the judge at chambers made an order appointing a receiver of the income of the defendant accrued due, and payable at or before the date of the judgment, sufficient to satisfy the debt and costs. The defendant appealed, and the Court of Appeal discharged the order made at chambers with costs: see *Loftus* v. *Heriot* (1895, 2 Q. B. 212, W. R. Dig. 112). The defendant's costs of the appeal were taxed, and the London agents of the country solicitors demanded payment. Mr. Hood Barrs offered to pay upon their giving an undertaking to repay the amount if he were successful in the House of Lords. This was refused, and under a threat of issuing execution against him, Mr. Hood Barrs paid. The House of Lords afterwards reversed the decision of the Court of Appeal in *Loftus* v. *Heriot* with costs, and restored the order made at chambers, holding that the arrears of income which had accrued due, though not actually paid to the married woman, could be made available to satisfy the judgment (Mr. Hood Barrs had been substituted for Mrs. Loftus previously in the proceedings): *Hood Barrs* v. *Heriot* (No. 1.) (44 W. R. 481; 1896, A. C. 174). Mr. Hood Barrs applied for an order for the repayment of the costs paid to the London agents as above stated. This was refused by the Court of Appeal.

The HOUSE (Lords HERSCHELL, MACNAGHTEN, MORRIS, and SHAND) dismissed the appeal.

Lord HERSCHELL, after shortly stating facts and referring to the remarks of COTTON and LINDLEY, L.JJ., in *Sydney and Wigpool Iron Ore Co.* v. *Bird* (34 W. R. 749, 33 Ch. D. 85), said: There was no precedent in the English courts for such an application against a solicitor personally. The fact that the court took an undertaking from solicitors to repay the costs in the event of a successful appeal was also confirmatory of the conclusion the Court of Appeal had come to. In the Irish case, *Fitzmaurice* v. *Jordan* (32 L. R. Ir. 112, 41 W. R. Dig. 189), it is true, the Court of Appeal in Ireland made a somewhat similar order to that asked for here, but I cannot accept that case, and it seems to me that it cannot be supported on principle or authority. The other noble and learned Lords concurring, the appeal was dismissed with costs *Appellant in person.*—COUNSEL, *Jelf*, Q.C., and *Macaskie*. SOLICITORS, *Hood Barrs; Crossman & Prichard.*

[Reported by C. H. GRAFTON, Barrister-at-Law.]

HOOD BARRS *v.* HERIOT. 16th March.

PRACTICE — COSTS — MARRIED WOMEN — RESTRAINT IN ANTICIPATION — MARRIED WOMEN'S PROPERTY ACT, 1893 (56 & 57 VICT. c. 63), s. 2.

This was an appeal against two orders of Court of Appeal. The appellant had applied for an order that the respondent should pay the costs of an appeal by her from the High Court to the Court of Appeal, and that such costs should be payable out of her separate property, notwithstanding any restriction against anticipation pursuant to section 2 of the Married Women's Property Act, 1893; and had also appealed to the Court of Appeal against an order of Pollock, B., refusing an application by the appellant in chambers for an order that, pursuant to the final judgment of the House of Lords, the respondent should pay the costs of her appeal, and that such costs should be payable out of her separate estate, notwithstanding any restriction against anticipation according to the section in question. Both applications had been refused. The question raised was whether an appeal by a married woman to the Court of Appeal against an order of the High Court was a proceeding instituted by her within the meaning of the section of the Act, which is as follows: "In any action or proceeding now or hereafter instituted by a married woman, the court before which such action or proceeding is pending shall have jurisdiction by judgment or order from time to time to order payment of the costs of the opposite party out of property which is subject to a restraint in anticipation, and may enforce such payment by the appointment of a receiver and the sale of the property or otherwise as may be just."

THE HOUSE (Lords HERSCHELL, MACNAGHTEN, MORRIS, and SHAND), dismissed the appeal.

Lord HERSCHELL.—The question is whether the court had jurisdiction to order payment of costs of an appeal by a married woman, notwithstanding the restraint against anticipation. This depends on the second section of the Married Women's Property Act, 1893. Here the action was brought against her. It is said the appeal by her is a proceeding commenced by her. Mr. Hood Barrs had argued that an appeal was a distinct proceeding; that the words of the Act were that proceedings had been "instituted,' not "commenced." But that contention would lead to results which would be clearly inconsistent with the purposes of the section. It would make the words of section 2 of the Married Women's Property Act, 1893, applicable to any motion, summons, or other interlocutory application instituted by a married woman in the course of an action against her, so as to make her separate property subject to the restraint on anticipation liable for the costs of such an application. That would be to extend the words far beyond their natural meaning. The other noble and learned Lords concurred.

The appeal was accordingly dismissed with costs. The appellant appeared in person. The respondents were not represented.—Solicitor, *Hood Barrs*.

[Reported by C. H. Grafton, Barrister-at-Law.]

Court of Appeal.

DUNN *v.* **MACDONALD.** No. 1. 17th March.

Principal and Agent—Liability of Agent—Warranty of Authority—Public Servant of the Crown—Contract by.

Appeal from the judgment of Charles, J., reported 1897, 1 Q. B. 401. The action was brought against the defendant, who was Her Majesty's Commissioner and Consul-General for the Oil Rivers Protectorate (now known as the Niger Coast Protectorate), to recover damages for breach of warranty of authority in untruly representing to the plaintiff that as Her Majesty's Commissioner for the Protectorate he was duly authorised and empowered to engage the plaintiff for the service and on behalf of Her Majesty in the Protectorate for the term of three years certain. The plaintiff in his statement of claim alleged that he accepted the engagement, but was dismissed before the expiration of the three years. The learned judge upon the opening statement of the plaintiff's counsel gave judgment for the defendant. The plaintiff appealed.

The Court (Lord Esher, M.R., Lopes and Chitty, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that he agreed with the ground upon which Charles, J., based his judgment. The case, however, need not be placed upon that ground. The argument was that the defendant engaged the plaintiff for three years certain, that he had no authority to do so, and that he warranted that he had such authority. But the defendant had in fact authority to engage the plaintiff for three years in the name and on behalf of the Crown, subject, however, to the right of the Crown to dismiss him during the three years. There was therefore no breach of any such warranty. Accordingly the alleged warranty must be put as high as this, that the defendant promised the plaintiff that he would be kept in his employment for three years certain, and it was said that he had no authority to promise that. Charles, J., held that, assuming the defendant did engage the plaintiff for three years certain, in engaging the plaintiff he acted as a public servant of the Crown, and the defendant could not be made liable upon such a contract, and that, therefore, he could not be made liable upon an implied stipulation in the contract of employment that he had that authority. There was here no express contract that the defendant had such authority. In his opinion that judgment was right. The decisions of the courts for over one hundred years (*Macbeath* v. *Haldimand*, 1 T. R. 172; *Gidley* v. *Lord Palmerston*, 3 B. & B. 275) had laid down that the defendant could not be made liable upon a contract so made.

Lopes, L.J., concurred. If there were no other insuperable obstacle to this action, this would be one—namely, that the defendant had in fact authority to make the contract which he made. But, apart from that, a public servant contracting on behalf of the Crown was not personally bound by the contract, even though he would be liable if the contract were made by him in his private capacity. That was established by a series of authorities. This contract was made by the defendant as a public servant of the Crown, and he could not be made liable upon it.

Chitty, L.J., concurred. It was well established that a servant of the Crown was not liable on any contract entered into by him on behalf of the Crown. If the argument of the plaintiff were correct, that exemption would be done away with, inasmuch as he would be liable for breach of an implied warranty of authority. It was clear that the defendant, in engaging the plaintiff, was acting as agent for the Crown, and not in any other character. To draw an inference from that circumstance alone that the defendant was warranting in his private capacity that he had authority would be contrary to the truth.—Counsel, *W. H. Stevenson; Sir R. B. Finlay*, S.G., and *H. Sutton*. Solicitors, *Dunn & Hilliard; Solicitor to the Treasury*.

[Reported by W. F. Barry, Barrister-at-Law.]

FLOYD *v.* **LYONS & CO.** No. 2. 12th March.

Water Rate—Covenant to pay Water Rate—Lessor and Lessee—Water supplied for Domestic Use—Water supplied for Trade Purposes—Waterworks Clauses Act, 1847 (10 & 11 Vict. c. 17), s. 3—The New River Company's Act, 1852 (15 & 16 Vict. c. 160), ss. 35, 38, 40.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 157). The plaintiff was owner and lessor of certain premises in Walbrook, in the City of London, the ground floor and basement of which premises were let to the defendants, J. Lyons & Co. (Limited), the well-known refreshment contractors, for a term of thirty years. By the lease the defendants covenanted "not to carry on any noisome or obnoxious trade or business," but it was agreed that the sale of refreshments on the premises should not be considered a breach of their covenant. The lessor covenanted "to pay all rates, taxes, assessments, water rate, and other outgoings, except the gas and electric light, now or hereafter to be imposed or assessed upon the said premises, or on the lessor or lessees in respect thereof." The premises in question, together with the adjoining premises in Budge-row, were used by the defendants wholly as a café for the sale and consumption thereon of tea, coffee, and other light refreshments, and the defendants annually paid the sum of £47 8s. to the New River Co. for water consumed in respect of the café. £16 10s., part of the £47 8s., was for water for domestic purposes, 18s. was a special item for two water-closets, and £30 was payable by virtue of a special contract, under section 40 of the New River Co.'s Act, 1852, for the supply of water for trade purposes. The defendants, when they paid their rent, deducted half of the sum of £47 8s. as being the proportion of water rates payable in respect of the Walbrook premises, and therefore payable by the plaintiff under her covenant. The plaintiff objected to being charged with any part of the item of £30 for water for trade purposes, and took out a summons to have it determined whether she was liable to pay the sum charged by the New River Co. for the supply of water for the trade carried on upon the premises by the defendants. Kekewich, J., on the 17th of December, 1896, decided that the plaintiff was so liable, and the plaintiff appealed.

The Court (Lindley, A. L. Smith, and Rigby, L.JJ.) allowed the appeal.

Lindley, L.J., said: The question is whether the covenant which the plaintiff has entered into binds her to pay that part of the water-rate which is charged for water supplied for trade purposes as distinguished from domestic purposes. It has been contended that the plaintiff is liable for all water-rate whatsoever; but the concluding words of her covenant are important as shewing the real nature of the charge which the parties intended to create. The words are, "now or hereafter to be imposed or assessed upon the said premises or on the lessor or lessees in respect thereof." Now, it is not strictly correct to speak of any water-rate as being imposed upon the premises, but it is reasonably clear that the water-rate mentioned in the covenant is the rate payable under the 35th section of the New River Co.'s Act, 1852, and does not include a charge like this for the supply of water for trade purposes. Kekewich, J., seems to me to have given too little attention to those important concluding words of the covenant, and for that reason he has gone wrong. The appeal must, therefore, be allowed.

A. L. Smith and Rigby, L.JJ., delivered judgment to the same effect.—Counsel, *Cutler*, Q.C., and *R. F. MacSwinney; Alexander*, Q.C., and *Theodore Ribton*. Solicitors, *T. G. Bullen; Edward Lee & Davis*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

BROOMFIELD *v.* **WILLIAMS.** No. 2. 23rd and 25th Feb., and 12th March.

Light—Implied Grant—Derogation—Obstruction—Damages—Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), s. 6.

Appeal from a decision of Kekewich, J. The facts as stated by A. L. Smith, L.J., in his written judgment were as follows: The defendants on the 25th of March, 1896, as beneficial owners, conveyed to the plaintiff in fee a plot of land with a house recently erected thereon, known as Rothesay, Mostyn-avenue, Llandudno, which had windows upon its western side overlooking an adjoining plot of land then belonging to the defendants. In the conveyance was the following exception: "Except nevertheless and reserving to the vendors (defendants), their heirs and assigns, and other the owners and occupiers for the time being of the land shewn on the said plan contiguous or near to the piece of land hereby conveyed marked building land, a right of way." There was no reservation in express terms of any right of the defendant to build upon the vacant land. Upon the plan which was annexed to the deed was shewn a vacant piece of land which the plaintiff's western windows overlooked, and upon it were written the words "building land." Shortly after this conveyance to the plaintiff the defendants commenced to build, and had since completed two houses upon their vacant land, and the learned judge found that the erection of these houses seriously and materially interfered with the access of light to the plaintiff's kitchen window, which was one of the western windows in his house. Thereupon the plaintiff brought the present action for an injunction and damages. It was established at the trial that the plaintiff at the date of his conveyance knew that the defendants intended to build upon their vacant land a pair of houses to the west of his house similar to those already built in the row in which the plaintiff's house was situate. The learned judge dismissed the action with costs, being of opinion that although there had been serious and material interference with the light to the plaintiff's window, he nevertheless had no cause of action against the defendants. The plaintiff appealed.

The Court (Lindley, A. L. Smith, and Rigby, L.JJ.) allowed the appeal.

March 12.—Lindley, L.J., stated the facts shortly, and after referring to the conveyance and to the plan, and to the Conveyancing Act, 1881, s. 6 (2 and 4), continued: The reference to the plan and description in it of the adjoining land as "building land" does not shew any intention to exclude the operation of section 6 of the Conveyancing Act, 1881 (44 & 45 Vict. c. 41), for it was quite possible to build on that adjoining land without darkening the windows of the house conveyed. Consequently the conveyance of the house must be read as if the words in section 6, clause 2, of that Act were contained in the conveyance—*i.e.*, as if the conveyance contained the words "together with all lights appertaining to or occupied or enjoyed with or reputed as part of" the house, and as if such lights were conveyed with it. I do not myself lay much stress on these words; they probably add little, if anything, to the conveyance of the house as it was at the date of the conveyance. But from one point of view they may be important, as will appear presently. Having regard to the conveyance and to the foregoing circumstances, I was surprised to find that there could be any doubt as to the right of the plaintiff to enjoy the lights conveyed to him unobstructed by his grantor. It was quite new to me to have to consider in such a case what was reasonable or not. But so much was made of *The Birmingham, Dudley, and District Banking Co.* v. *Ross* (36 W. R. 914, 38 Ch. D. 295) and *Myers* v. *Catterson* (38 W. R. 488, 43 Ch. D. 470), that I desired to look again at those cases in order not to make any mistake. Those cases throw no doubt at all upon the principle that a grantor cannot derogate from his own grant. But they shew

the importance of ascertaining accurately what has been granted in any particular case to which the principle has to be applied. In those cases the grantor had not sold or conveyed a house built by himself with windows for the admission of light. The house had been built by the grantee on vacant land which he had agreed to buy, and the conveyance came afterwards, when the vendor had no equitable interest in the property conveyed. The question then arose what lights the purchaser was entitled to. In the *Birmingham case* the circumstances shewed that the purchaser had bargained for and had obtained special protection against obstruction, and was entitled to no more. In *Myers* v. *Catterson* (*ubi supra*) it was held that the purchaser was entitled to all the light which his vendors could give him, but that they, being a railway company, could not fetter themselves by granting rights to light which would prevent them from exercising their statutory powers and performing their statutory duties. It was contended that these cases had shaken the law previously established by *Swansborough* v. *Coventry* (9 Bing. 305) and older authorities. But I do not so understand them. On the contrary, Cotton, L.J., in 38 Ch. D. 310, and 43 Ch. D. 477, distinctly recognizes the principle on which they were decided. They were also recognized as law in *Wheeldon* v. *Burrows* (27 W. R. 165, 12 Ch. D. 31) and *Allen* v. *Taylor* (16 Ch. D. 355, 29 W. R. Dig. 120). Some passages were read from the judgment of Bowen, L.J., which, if taken by themselves and apart from the facts of the case before him, would favour the defendant's view, but he certainly never intended to throw any doubt on the above authorities. If this were a case of an implied grant, and not, as I think it is, a case of express grant, the defendant would still be in the wrong. The grantor cannot throw on the grantee the onus of shewing the limit to be set on rights incidental to the enjoyment of the property granted. If such rights are to be limited in favour of the grantor, it is for the grantor, and not for the grantee, to shew what those limits are. Even if section 6, clause 2, of the Conveyancing Act does not apply by reason of the words "building land" on the plan, I should still hold, on the authority of *Swansborough* v. *Coventry* (*ubi supra*) and the older decisions, that the grantee had a *primâ facie* unrestricted right to light as against the grantor, and that the burden of setting limits to such right lay on the grantor. As the plaintiff does not complain of the defendant's building except so far as it injures him by being nearer than 4ft. 9in. to the boundary-wall, the defendant will have the benefit of this limitation of his claims. In my view it is a concession; but in the other view the plaintiff's own evidence may be regarded as the extent to which the defendant has succeeded in limiting the right of the plaintiff to the light of his west windows. In any event, the defendant has exceeded his rights, and the following will be the proper wording of the judgment: Allow the appeal and discharge the order. Declare that the defendant was not entitled so to build on his land adjoining the plaintiff's house as to create any material obstruction to the light which came to the kitchen and other windows on the west side of the plaintiff's house at the time of the grant thereof by the defendant to the plaintiff. And the plaintiff not claiming any damages by reason of any obstruction to such windows which would have been caused by the defendant's house if it had been set back 4ft. 9in. from the wall bounding the plaintiff's land on the west side thereof, enquire what damages the plaintiff has sustained by reason of the obstruction of the light of the said windows occasioned by the defendant's house not being so set back, and order the defendant to pay such damages when ascertained. Liberty to apply. Defendant to pay the costs of the action and of the appeal.

A. L. SMITH, L.J., stated the facts as above set out, and after referring to *Tenant* v. *Goldwin* (2 Ld. Raymond, 1089 and 1093), *Myers* v. *Catterson* (*ubi supra*), *Swansborough* v. *Coventry* (*ubi supra*), *Wheeldon* v. *Burrows* (*ubi supra*), and *Allen* v. *Taylor* (*ubi supra*), continued as follows: There being this *primâ facie* right of a grantee in circumstances such as exist in the present case not to have his lights interrupted by his grantor, how, when the grantee brings an action against the grantor for derogating from this right can the grantor shew that what he is doing does not give a cause of action to his grantee when a material interruption to his lights is established? In my opinion it can only be by the grantor shewing that the *primâ facie* right of the grantee is in some way limited and restricted. The burthen of proof is upon the grantor, and if he does not shew that this *primâ facie* right which the grantee has is in some way cut down, and if a material diminution of the grantee's light by what the grantor has done upon his own land is established by the grantee, he is entitled to judgment. When the cases of the *Birmingham, Dudley, and District Banking Co.* v. *Ross* (*ubi supra*) and of *Myers* v. *Catterson* (*ubi supra*) are examined it appears that the above statement of the law is not impugned, and that each of these cases was decided upon the ground that the grantor was able to shew that this *primâ facie* right of the grantee was limited or restricted, or, in other words, the grantor was able to shew what was the implied obligation which he, in fact, undertook when he sold to the grantee. In the one case, *Birmingham, Dudley, and District Banking Co.* v. *Ross* (*ubi supra*) it was shewn that it was perfectly well known to each party when the sale took place that the land was to be built upon by the corporation, *i.e.*, the grantors, as they liked, subject only to this, that there was to be a passage of the width of 20ft. between the building of the grantors and the house of the grantee, and that this was the measure of the grantee's protection. In the other case, *Myers* v. *Catterson* (*ubi supra*) the grantors (the railway company) established that the grantee knew at the date of the conveyance to him of his house that the grantors required the remainder of the land for the purposes of the construction of this railway, and it was held that the obligation which the grantors (the railway company) undertook towards the grantee was limited by this, that the company might utilize their land for that purpose, but for no other, and that this was the measure of the grantee's protection. This is what I understand Cotton, L.J., was pointing to when in *Birmingham, Dudley, and District Banking Co.* v. *Ross* (*ubi supra*) he said: "But when the question is as to an implied obligation we must have regard to all the circumstances which existed at the time when the conveyance was executed which brought the parties into that relation from which the implied obligation results." In the present case how does the defendant displace the *primâ facie* case of the plaintiff the grantee? If he could have shewn nothing whereby to cut down the *primâ facie* right of the grantee not to have his light interfered with by the grantor, I should have thought that the defendant could not materially have obstructed the plaintiff's light, but the defendant has been able out of the plaintiff's own mouth to establish this, that at the date of the conveyance to him he knew right well that the defendant was about to build upon his own land and that all he required was when the defendant erected his proposed buildings that the passage should be left unbuilt upon by the defendant between his buildings and the plaintiff's house. In these circumstances the defendant, by the plaintiff's own admission, has established that his right to build upon his vacant plot was only limited to this, that the defendant was not to build any house substantially higher than those already erected in the row, that he was not to build over the part which was to constitute the passage, and that this was the only obligation which he undertook to the grantee when he executed the conveyance to him. The defendant has shewn that the plaintiff's *primâ facie* right is not an unrestricted right to the passage of light over the whole of the defendant's land, and that the defendant's right to build his proposed houses upon his own land was only restricted as above mentioned. This restriction the defendant has not observed, and consequently he is liable in this action, and in the circumstances of this case the declaration proposed by my brother Lindley is the proper declaration to make.

RIGBY, L.J., gave judgment to the like effect. Appeal allowed.—COUNSEL, *Bramwell Davis*, Q.C., and *Rowden*; *Warrington*, Q.C., and *Badcock*. SOLICITORS, *Minshall, Parry Jones, Woosnam, & Smith*, for *Pugh & Bone*, Llandudno; *Crowders & Vizard*, for *Watson & Booth*, Manchester.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

MACMILLAN *v.* **AUSTRALASIAN TERRITORIES (LIM.) AND OTHERS.** Stirling, J. 13th March.

PRACTICE—SEVERAL DEFENDANTS—SEVERABILITY OF CAUSE OF ACTION—MOTION FOR JUDGMENT—SERVICE OF NOTICE OF MOTION—ORDER 27, R. 12.

This was a motion in an action by the plaintiff for rescission of a contract to take shares in the defendant company, and was brought by him against the defendant company and four persons who were directors of the defendant company. The defendant company was in voluntary liquidation. The liquidator had applied to the registrar for directions under section 138 of the Companies Act, 1862, and had been directed to consent to judgment. The defendant company had entered an appearance to the writ, but delivery of a statement of claim had been dispensed with. Minutes of judgment against the defendant company had been agreed, and the case had been set down as a short cause. The present motion for judgment w as now made against the defendant company in the absence of the other defendants on the ground that the defendant company had a separate and severable interest. No notice of the motion had been served on the other defendants.

STIRLING, J., following *Cooke* v. *Gilbert* (40 W. R. 682, W. N. 1892, pp. 111, 128), made the order asked.—COUNSEL, *Micklem; Gatey*. SOLICITORS, *Gard, Hall, & Rook*; *Ellis, Munday, & Clarke*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **BENTINCK, BENTINCK** *v.* **BENTINCK.** Stirling, J. 13th and 17th March.

ADMINISTRATION OF ASSETS—CROWN DEBT—SPECIALTY AND SIMPLE CONTRACT CREDITORS—HINDE PALMER'S ACT, 1869 (32 & 33 VICT. c. 46).

The testator in this case had died indebted to specialty creditors to the extent of £17,000 and to simple contract creditors £253,000, while there was, in addition, a debt of £2,000 to the Crown which was not a specialty debt. Prior to the passing of 32 & 33 Vict. c. 46 the Crown was entitled to be paid the £2,000 after specialty but before simple contract creditors. It was admitted that the rights of the Crown had not been affected by the statute; and the assets being sufficient for the payment of the Crown debt in full after satisfying the specialty debts, the Crown debt was paid in full. The question now arose how this payment was to be borne as between the specialty and simple contract creditors, regard being had to the provisions of the statute.

STIRLING, J.—This precise point has not yet arisen, but there are two classes of cases which bear some resemblance to the present. The first is that of a simple contract creditor who, after the death of the debtor, has recovered judgment against his legal personal representatives. Before the statute he gained no priority against specialty creditors but only against simple contract creditors who had not recovered judgment: *Ashley* v. *Pocock* (3 Atk. 208), *Dolland* v. *Johnson* (2 W. R. 505, 2 Sm. & G. 301). In *Re Williams, Williams* v. *Williams* (21 W. R. 160, 15 Eq. 270), which was subsequent to the statute, Wickens, V.C., held that such a creditor was entitled to be paid in priority to both specialty and simple contract creditors. The other class of cases related to the right of retainer by a legal personal representative with reference to a debt due to him from the deceased. In *Wilson* v. *Caswell* (23 Ch. D. 764, 32 W. R. Dig. 82), *Re Jones, Calver* v. *Lazton* (34 W. R. 249, 31 Ch. D. 440), and *Re Briggs* (38

SOLICITORS' JOURNAL 662, W. N. 1894, p. 62), it was laid down that the assets must, in the first place, be divided rateably between the specialty and simple contract creditors, and the debt due to the legal personal representatives retained against the dividends payable to the simple contract creditors only. In *Re Jones Re Williams* was distinguished, and it was there laid down that the object of the statute was to give equal rights to specialty and simple contract creditors in the distribution of the fund, but that for all other purposes the position of the specialty creditor remained unaltered. I am not sure that Wickens, V.C., took the same view of the statute. I have to decide which of these two classes of cases I am to follow in the present instance. I think I ought to follow the cases which relate to the right of retainer. The creditor here has obtained no judgment, and the position of the Crown resembles that of a legal personal representative rather than that of a simple contract creditor who has obtained judgment against the estate of the deceased. I also think the view of the statute taken in *Re Jones* preferable and supported by greater authority. An order will be made in the same form as that in *Re Briggs*.—COUNSEL, *Hastings*, Q.C., and *Davenport; Cunliffe; Buckley*, Q.C., and *Methold*. SOLICITORS, *Cunliffes & Davenport*; *R. S. Taylor, Son, & Humbert*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

JENKS *v.* **VISCOUNT CLIFDEN.** Kekewich, J. 16th March.

ADMINISTATOR—INJURY COMMITTED BY THE INTESTATE—CONTINUING INJURY—STATUTE—3 & 4 WILL. 4, c. 42, s. 2.

This was an action brought by the plaintiff as owner of two freehold houses, 10 and 11, Cleveland-row, St. James's, against the administrators with will annexed of Viscount Clifden, and by the statement of claim it was alleged that Viscount Clifden had by erecting buildings opposite to plaintiff's houses obstructed or diminished the access of light and air to the windows in the plaintiff's houses. The plaintiff claimed (1) damages for obstruction caused by the new buildings and the acts of Viscount Clifden, deceased, to the access of light and air to the plaintiff's ancient lights; (2) an injunction to restrain the erection of further buildings, so as to obstruct or diminish the access of light and air to the plaintiff's ancient lights, together with a mandatory injunction for the removal of any building causing such diminution or obstruction; and (3) all necessary and proper accounts, enquiries, and directions, including, in default of admission of assets, administration of the real and personal estate of the said Viscount Clifden. The defendants, in addition to other defences, pleaded and relied on section 2 of 3 & 4 Will. 4, c. 42, on the ground that the buildings complained of were erected before the end of August, 1894, being all completed by that date, which was more than six months previous to the date of the death of Viscount Clifden, who died on the 28th of March, 1895. Section 2 of 3 & 4 Will. 4, c. 42, provides (*inter alia*): "An action of trespass, or trespass on the case, as the case may be, may be maintained against the executors or administrators of any person deceased for any wrong committed by him in his lifetime to another in respect of his property, real or personal, so as such injury shall have been committed within six calendar months before such person's death, and so as such action shall brought within six calendar months after such executors or administrators shall have taken upon themselves the administration of the estate and effects of such person; and the damages to be recovered in such action shall be payable in like order of administration as the simple contract debts of such person." The plaintiff contended that this was a continuing injury, and that a fresh cause of action accrued from day to day inasmuch as the obstruction to light remained. While the defendants contended that the wrong was committed more than six months before the decease of Viscount Clifden, and that therefore the plaintiffs had no right of action under the statute.

KEKEWICH, J., said that the first point urged by the defendants was that the right of action claimed by the plaintiff was in the nature of a statutory right, and that no such action as the present one could be maintained under the common law, and that the statute must therefore be examined critically in order to see that no action was brought under its authority unless expressly sanctioned by it. That contention seemed to be correct, and upon that footing the question arose, was the present action maintainable? It was not possible to raise questions on the words of the statute in section 2, "for any wrong committed by him in his lifetime to another." The offending houses in the present case were completed more than six months before the death of Viscount Clifden, and there might possibly be a question as to how far any wrong was committed by him within that time, but nothing turned upon that. The question really turned upon the following words in section 2, "so as such injury shall have been committed within six calendar months before such person's death." It was not a question when the wrong was committed, but when the injury was committed. Now, the injury was committed, not by the wrongful erection only, but by the continuance of the wrong done from day to day. Each day that the wrong continued an injury was done and continued, as his lordship had already said, from day to day. That seemed to be exactly what was decided in *Woodhouse* v. *Walker* (28 W. R. 765, 5 Q. B. D. 404), as was explained by Lush, L.J., who, it was to be observed, in quoting the statute (at the bottom of p. 408 in 4 Q. B. D.) left out the words which his lordship had already stated were not material, and began with the words, "so as such injury, &c." That was a direct authority upon the construction of the statute that any injury which gave a right of action, whether a continuing injury or not, if committed within six calendar months of the death, accrued *de die in diem*. The answer suggested to that was, that damages for injury by obstruction of light must be assessed, according to modern procedure, not with reference to the issue of the writ, but with reference to the whole injury done, once for all, and that therefore no injury could be considered as being committed from day to day. In his lordship's opinion, however, that argument confused damages with the injury, which gave rise to the action. He had put to Mr. Warrington the case of an action brought for an obstruction to ancient lights, on the supposition that the offending house had been pulled down, and that there was a right to recover damages up to the time when the house was pulled down. Until the action was brought it was true that you could not tell what the injury might have been, and when the action had been brought you could get at what the injury was by ascertaining the difference between the value of the house as it originally stood and its present value, as altered by the obstruction, and then you could get damages once for all. But that did not in the least interfere with the right of action in respect of a continuing injury. Then Mr. Warrington had said that that might lead to a great deal of trouble, because the action might be brought long after the death of the deceased person, so long as it was not barred by the Statute of Limitations. His lordship saw no reason why it should not be so. The meaning of the statute was, that at common law this species of action fell within a class of action which was not permitted to be brought against the representatives of deceased persons, and the statute was intended to correct that, subject to certain restrictions of time, so that, for instance, a person whose light might be obstructed should be entitled to bring his action against the representatives of the deceased, as he might have done against the deceased himself had he been alive, and the executors or administrators were thus placed on the same platform as the deceased, subject always to restrictions which were inserted in order to prevent the grievance of a want of right of action being succeeded by a grievance of an opposite character. In his lordship's opinion, therefore, there was no reason why the present action might not be maintained.—COUNSEL, *Renshaw*, Q.C., and *Rowden; Warrington*, Q.C., and *George Lawrence*. SOLICITORS, *Lewis & Lewis; Foyer & Hordern*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

***Re* MONTAGU, DERBISHIRE *v.* MONTAGU.** Kekewich, J. 6th and 16th March.

SETTLED LAND—LONDON LEASEHOLDS—APPLICATION BY TRUSTEES TO RAISE MONEY ON MORTGAGE IN ORDER TO PULL DOWN AND REBUILD—JURISDICTION.

Summons. This was an application by the trustees of a settlement for the determination of the following questions: (1) Whether, in the opinion of the court, it will be for the benefit of the infant defendants (and others as therein stated) that the messuages and premises, Nos. 82, 83, and 82A, Grosvenor-street, and No. 130, New Bond-street, in the parish of St. George's, Hanover-square (being part of the property comprised in the settlement), should be taken down and rebuilt at a cost not exceeding £8,500, to be raised by a mortgage of the whole or part of the property comprised in the settlement; (2) whether the plaintiffs were at liberty to raise the sum not exceeding £8,500 required for the purpose of such taking down and rebuilding by a mortgage of a part or the whole of the property: (3) costs. The settlement was, broadly, in favour of Philip Montagu for life, and on his death for his children as he should appoint, and in default of appointment for his children in equal shares. It was proposed to pull down the whole of the premises (leaseholds with seventy-four years unexpired), which were old and out of date, and to build on the site, which was an important corner, first-class shops, fitted with all modern requirements. There was no power in the settlement enabling the trustees to do this. The parties in this application were the two trustees, the tenant for life and his wife, and two infants, children of the tenant for life. It was estimated that the proposed improvement would increase the saleable value of the property from £19,000 to £32,000, and its rental in proportion. The other facts appear in the judgment.

KEKEWICH, J., said that it was proposed to raise a large sum by mortgage of the only property comprised in the settlement, to be expended in pulling down and rebuilding the premises in question. It was admitted that such a course was not authorized by any provision of the settlement, and further that it did not fall within any class of improvements sanctioned by the Settled Land Acts. In a recent case before him it had been argued that the original jurisdiction of the court, whatever might have been its extent and limits touching the expenditure of money on land, had been ousted by the Settled Land Acts, which had established a code beyond which the court had no power to go. In his lordship's opinion that was an indefensible proposition, though he concurred in the opinion expressed in a case by Chitty, J., that the Acts afforded a guide and assistance to the court in arriving at a proper decision. Could the court, then, apart from the Acts, make the order asked? From the evidence adduced it might safely be assumed that the proposed pulling down and rebuilding would be advantageous to all parties, and that the value of the property would be largely increased thereby. There was no money available for the purpose, and practically the only way of carrying out the scheme was by the means proposed. The main ground on which the application was supported was broadly that the court was executing the trusts of the settlement, and in such a case it had a larger discretion and a more general jurisdiction. There was no case going quite so far as it was proposed should be done now, but it was said that such a principle might be extracted from the authorities. It therefore became necessary to examine the various authorities. [His lordship then referred to *Conway* v. *Fenton* (40 Ch. D. 512), *Lord Tabley's case* (31 L. J. 638), *De Trissier's Settled Estates* (1893, 1 Ch. 153), *Hibbert* v. *Cooke* (1 Sim. & S. 552), *Re Hurst* (29 L. R. Ir. 219), *Frith* v. *Cameron* (12 Eq. 169), *Glover* v. *Barlow* (reported in a note to *Re Jackson*, 21 Ch. D. 786), *Re Hotchkys* (32 Ch. D. 408), and continued by saying that:] The conclusion he drew from an examination of these authorities was, that, whatever the court might have from time to time

done in cases of salvage, or whatever might have been done without full consideration of the question of jurisdiction, the court had never asserted a jurisdiction to spend settled money in pulling down and rebuilding houses. Indeed, the cases referred to, and some others, tended to shew that the jurisdiction did not exist, and that, in his lordship's opinion, was the sound view. It was part of his lordship's duty to expound the jurisdiction of the court, and that he had endeavoured to do. It was no part of his duty to expand it. He must therefore decline to make any order on the present application.—Counsel, *Warrington*, Q.C., and *B. B. Rogers*; *H. E. Wright*; *T. A. Nash*. Solicitors, *Cree & Son*; *Wood, Bigg, & Nash*.

[Reported by C. C. Hensley, Barrister-at-Law.]

High Court—Queen's Bench Division.

HAWKE v. DUNN. Div. Court. 13th March.

Gaming — Betting — "Other Place" — Tattersall's Ring — User — Betting Houses Act, 1853 (16 & 17 Vict. c. 119), s. 3.

In this case the question was whether Tattersall's Ring at Hurst Park was a "place" within the meaning of the Betting Houses Act, 1853. The respondent was a professional bookmaker. On the 4th of July, 1896, a race-meeting was held on Hurst Park racecourse, which is a racecourse owned by the Hurst Park Club, enclosed by a tall fence, and to which, on the occasions when race-meetings are held, a charge is made for admission. On the day in question the respondent was present at the race-meeting in an enclosure known as Tattersall's Ring. There were about 1,000 other persons in the ring and fourteen other bookmakers, each of whom was accompanied by his clerk. Each of the bookmakers shouted the odds against the horses and so invited the persons about them to bet. Many did so, each backing the horse he fancied, but before the bet was booked a deposit was paid to the bookmaker in advance. The respondent did not confine himself to any fixed spot in the ring, nor did he use any stool, box, umbrella, or anything to denote the precise spot at which he was carrying on his betting operations. Tattersall's Ring is an enclosure consisting of a stand with rows of seats which is roofed over, and a space in front 40 yards long and 30 yards wide bounded by an iron fence. An information was preferred against the respondent charging that he on the 4th day of July unlawfully used a certain place—to wit, an enclosure known as the "One Pound Enclosure" or "Tattersall's Ring"—situated upon Hurst Park racecourse, for the purpose of betting with persons resorting thereto, upon certain contingencies relating to horse-races, contrary to section 3 of the Betting Houses Act. The justices before whom the information was heard dismissed the information upon the authority of *Snow* v. *Hill* (14 Q. B. D. 588), on the ground that the respondent "could not be convicted unless he had a certain fixed place from which he never moved—such as a stool, umbrella, &c." Section 1 of the Betting Houses Act provides: "No house, office, room, or other place shall be opened, kept, or used for the purpose of the owner, occupier, or keeper thereof, or any person using the same, or any person having the care or management or in any way conducting the business thereof, betting with persons resorting thereto, . . . and every house, office, room, or other place opened, kept, or used for the purposes aforesaid or any of them, is hereby declared to be a common nuisance and contrary to law." Section 3 imposes a penalty upon "any person who, being the owner or occupier of any house, office, room, or other place, or person using the same, shall open, keep, or use the same for the purposes hereinbefore mentioned." On behalf of the appellant it was contended that it was a necessary expansion of the Act to say that the man who used a place for the purpose of betting was a man who went there for the purpose of carrying on the business of betting: *Reg.* v. *Preedy* (17 Cox C. C. 433) and *Liddell* v. *Leftbouse* (1896, 1 Q. B. 295). With regard to what was a "place," all that was required was that it should be sufficiently defined. Owners of enclosures like Tattersall's Ring had been proceeded against for permitting the enclosure to be used for betting. It followed that those who were permitted to use it were also within the purview of the Act. *Eastwood* v. *Miller* (L. R. 9 Q. B. 440), *Haigh* v. *The Town Council of Sheffield* (L. R. 10 Q. B. 102), *Doggett* v. *Catterns* (17 C. B. N. S. 765), and *Whitehurst* v. *Fincher* (17 Cox C. C. 70) were also cited. For the respondent it was contended that to be within the Act the user of the place in question must be an exclusive user. The enclosure was not a "place" within the meaning of the Act: *Shaw* v. *Morley* (L. R. 3 Ex. 137), *Galloway* v. *Mavis* (8 Q. B. D. 275). The "place" must be something *ejusdem generis* with "house, office, or room."

The Court (Hawkins, Cave, Wills, Wright, and Kennedy, JJ.) being of opinion that the justices took an erroneous view of the law, remitted the case to them with an expression of their opinion.

Hawkins, J., who delivered the judgment of the court, said that the preamble of the Act shewed that the Act was designed to suppress ready-money betting, and though the preamble had been repealed it could legitimately be referred to as throwing light upon the question of the object which the Legislature had in view. The Act was not passed merely to stop betting in houses and rooms. If so, it would have been comparatively useless, because it would have left open a host of places, impossible to have described by anticipation, where with equal facility and demoralizing effect betting might be carried on with impunity. Nor was it intelligible to hold that Act was limited to cases where the bookmaker confined himself to a single spot indicated by some such thing as a stool or a box to stand on or an umbrella stuck in the ground, and that it did not include the case where the bookmaker changed his position from time to time and made bets in different parts of the same ring. That view was rendered all the more unintelligible when it was recollected that for permitting several bookmakers to wander about an enclosure and make bets the owner or occupier might be convicted of permitting an illegal use of the enclosure. The rule that general, following specific words must be limited to things *ejusdem generis* with those before enumerated was subject to another general rule of construction, that Acts of Parliament must be construed so as to carry out the object sought to be accomplished by them so far as it could be collected from the language employed: *Harrison* v. *Blackburn* (17 C. B. N. S. 689) and *Campbell* v. *Prescott* (15 Ves. 503). It being the object of the Legislature to suppress the kind of betting mentioned in the preamble, it could not have been intended to afford it a sort of sanctuary in a betting ring or any other place not *ejusdem generis* with house, office, or room. The authorities confirmed that view, though they were not all equally satisfactory. It was impossible to give a precise definition of what was an "other place" as would be applicable to every imaginable state of facts. Each case would depend, and be decided on its own particulars circumstances, but after careful consideration he had arrived at the conclusion that any area of enclosed ground—expressing no opinion as to unenclosed areas—covered or uncovered, which was known by a name or was capable of reasonably accurate description, to which persons from time to time, or upon any particular occasion or occasions resorted, and who might very properly be described as resorting thereto — used by a professional betting man for the purpose of exercising his calling and betting with such persons, or for the purpose of carrying on a ready-money betting business, might be a place within the meaning of the Act. Metes and bounds were not essential, and it mattered not whether for his own convenience the bookmaker chose to remain during his hours of attendance upon one particular spot within that area or whether he preferred to move about within the area. The Act spoke of a place, not a spot in a place. Assuming the ring in question to be a place, there was abundant evidence of the user of it for the illegal purpose. The suggestion that there could be no illegal user unless the place were appropriated wholly or in part to the illegal purpose could not be supported. A person using a place, though for the first time, could be convicted under the Act. Nor was the Act, as had once been supposed, limited to the prohibition of the receipt of deposits upon bets on future events: *Bond* v. *Plumb* (1893, 17 Cox C. C. 749), *Reg.* v. *Brown* (1895, 1 Q. B. 119), and *Reg.* v. *Worton* (1895, 1 Q. B. 227). What the Legislature prohibited was the use by those who made a trade and business of betting of any place for the purpose of betting with persons resorting thereto, or for the purpose of receiving, either themselves or by any other person, any money or valuable thing in the consideration for a bet or bets on an event of any horse-race, &c.—Counsel, *Asquith*, Q.C., and *Reginald Brown*; *Bigham*, Q.C., and *Stutfield*; *H. C. Richards*. Solicitors, *Malkin & Co.*; *Theodore Allingham*; *Henry Clarke*, Shrewsbury.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

ARTER v. THE VESTRY OF THE PARISH OF HAMMERSMITH. Div. Court. 15th March.

Metropolis Management—Street—New Street—Adjoining Owner—Metropolis Management Act, 1862 (25 & 26 Vict. c. 102), s. 112.

This was an appeal by case stated from justices of London. The appellant was the owner of a roadway, called Beavor-lane, in the parish of Hammersmith. The Vestry of Hammersmith having determined to pave Beavor-lane, sought to charge the appellant with the expenses as owner of the land abutting upon the west side of the roadway. The appellant refused to pay the amount claimed, and a complaint was preferred before the justices. Two questions arose at the hearing of the complaint: (1) Whether Beavor-lane was a new street within the Metropolis Management Act, 1855, s. 105; (2) whether the appellant was the adjoining owner of the whole of the west side of it. Beavor-lane was entirely private and the public had no rights over it. A toll was charged for the passage of vehicles along it if the appellant or his agent was aware of their presence. There were moveable bars at either end by which it could be closed. The The west side of Beavor-lane was bounded by a public-house, a row of cottages, and an oil-mill, none of which had access to it. In front of the boundary-wall of the cottages the appellant had erected a fence 3 to 8in. from the boundary wall, and in front of the boundary walls of the public-house and of the oil-mill he had placed rows of posts at about the same distance from the boundary walls. No new buildings with access to the roadway had been built since 1855. The justices held that Beavor-lane was a "new street" within the meaning of the Metropolis Management Act, 1862, s. 112, and that the appellant, being the owner of the narrow strip between the fence and posts he had erected and the boundary walls of the buildings on the west side of the roadway, was the adjoining owner of the whole of the west side. "New street" is thus defined in the Metropolis Management Act, 1862, s. 112: "The expression 'new street' shall apply to and include all streets hereafter to be formed or laid out, and a part of any such street, and also all streets the maintenance of the paving and roadway whereof had not, previously to the passing of this Act, been taken in charge and assumed by the commissioners, trustees, surveyors, or other authorities having control of the pavements or highways in the parish or place in which such streets are situated, and a part of such street, and also all streets partly formed or laid out." It was contended for the respondent that in interpreting the latter part of the section—namely, "all streets the maintenance of the paving and roadway," &c., there should be read in the definition of "street" in the Metropolis Management Act, 1855, s. 250, to which the Act of 1862 referred for a definition of "street." That definition is as follows: "The word 'street' shall apply to and include any highway (except carriageway or turnpike-road), and any road, bridge (not being a county bridge), lane, footway, square, court, alley, passage,

whether a thoroughfare or not, and a part of any such highway, road, bridge, lane, footway, square, court, alley, or passage."

THE COURT (CAVE and LAWRANCE, JJ.) allowed the appeal.

CAVE, J., said, with regard to the question whether the appellant was rightly charged as adjoining owner of the whole of the west side, that there was evidence that the appellant had reserved to himself the narrow strip, and that he was, therefore, the adjoining owner; but on the question whether Beavor-lane was a street he was of opinion that it was not. Beavor-lane was, before the Metropolis Management Acts, a private road, and there was nothing to shew that it had altered in that respect. It was admitted that it was not within the *primâ facie* definition of a "new street," so it was attempted to read the definitions of "street" and "new street" together. That could not be done, because to be a new street it must be used as a street. An old road could not be turned into a new street by dovetailing two provisions of an Act of Parliament.—COUNSEL, *C. A. Russell*, Q.C., and *Mansfield*; *Macmorran*, Q.C., and *F. Low*. SOLICITORS, *Cunliffe & Davenport*; *Watson, Sons, & Room*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

CLARKE *v.* LONDON AND COUNTY BANK. 15th March.

BILLS OF EXCHANGE—CHEQUE—CROSSED CHEQUE—LIABILITY OF BANKER—COLLECTING CROSSED CHEQUE FOR CUSTOMER—CHEQUE APPLIED TO PAYMENT OF OVERDRAFT—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 82.

This case was an appeal from the decision of his Honour Judge Emden, and decided that a banker who collects the proceeds of a cheque for a customer is protected by section 82 of the Bills of Exchange Act, notwithstanding that the customer's account was overdrawn and the cheque was applied to the payment of the overdraft. Fisher was a customer of the defendant bank. He forged the indorsement of a crossed cheque for £43 6s. payable to the order of the plaintiff, and handed it to the bank, where it was at once placed to the credit of his account. Fisher's account before the cheque was paid in was overdrawn to the amount of £13 9s., and before the cheque was cleared a draft by Fisher for £5 8s. 6d. was honoured. The plaintiff brought an action to recover the proceeds of the cheque from the bank. The action was dismissed. It was contended on behalf of the plaintiff that section 82 afforded no protection to the bank when the customer's account was overdrawn: *Mathiessen* v. *London and County Bank* (5 C. P. D. 7) and *Bissell* v. *Fox* (51 L. T. 663) were cited. Section 82 is as follows: "Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason of having received such payment."

THE COURT (CAVE and LAWRANCE, JJ.) dismissed the appeal. They said that the fact that the cheque was applied to the payment of an overdraft made no difference to the true owner, and that whether the customer's account was in funds or not made no difference to the bank's liability to the true owner.—COUNSEL, *Morton Smith*; *Cock*, Q.C., and *Guy Lushington*. SOLICITORS, *Pike & Parrott*, for *J. & J. C. Hayward*; *Harries, Wilkins, Son, & Raikes*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

DUNCAN *v.* DOWDING AND OTHERS. 15th March.

LICENSING LAW—REFUSAL TO ADMIT CONSTABLE INTO LICENSED PREMISES—PRIVATE ROOM—LICENSING ACT, 1874 (37 & 38 VICT. c. 49), s. 16.

In this case the question was whether a licence-holder could be convicted under section 16 of the Licensing Act, 1874, for refusing to admit a constable into a room in the licensed premises for the purpose of preventing and detecting violations of the Act, such room being a private room in the occupation of guests. The appellant was the keeper of a fully-licensed house in Bond-street, Bristol, known as the "Brandy Cask." One of the rooms in the "Brandy Cask" was let on every Thursday evening, from 8 p.m. till closing time, to the Clarence and Colston Lodge of the Royal Antediluvian Order of Buffaloes; and on the 23rd of April, 1896, the lodge were holding their usual meeting when the respondent Dowding, a police-constable, hearing the sound of music and singing proceeding from the room, entered the house and demanded admittance to the room. This was refused. The police-constable visited the licensed premises and demanded to enter the room for the purpose of preventing and detecting the violation (if any) of the provisions of the Licensing Acts, 1872 and 1874, which it was his duty to enforce. At the time he demanded admission he had no reason to suppose that anyone was drunk in the room. The appellant was summoned under section 16 and convicted of the offence. Section 16 provides that "any constable may, for the purposes of preventing or detecting the violation of any of the provisions of the principal Act or this Act, which it is his duty to enforce, at all times enter on any licensed premises, or any premises in respect of which an occasional licence is in force. Every person who, by himself, or by any person in his employ or acting by his direction or with his consent, refuses or fails to admit any constable in the execution of his duty demanding to enter in pursuance of this section, shall be liable to" the penalties therein prescribed.

THE COURT (CAVE and LAWRANCE, JJ.) quashed the conviction upon the ground that the section gave police-constables no power to enter private rooms in licensed premises except upon some ground which shewed that a violation of the licensing laws was being committed or was likely to be committed. The question whether if such ground were shewn the license holder could be convicted of refusing to admit the constable into a private room in the occupation of a guest who refused admission, was reserved.—COUNSEL, *Candy*, Q.C., and *Lionel Maddison*; *Vachell*. SOLICITORS, *James Morley & S. A. Bailey*; *D. Trowers Burgess*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re **MONTAGU.** *Ex parte* **WARD *v.* THE LONDON AND SOUTH WESTERN BANK.** Vaughan Williams, J. 9th and 10th March.

BANKRUPTCY—PAYMENTS OUT BY BANK OF DEBTOR'S MONEY STANDING IN HIS WIFE'S NAME AFTER RECEIVING ORDER—RES JUDICATA—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52) s. 44.

This was a motion by the trustee in the bankruptcy for a declaration that at the date of the receiving order the London and South Western Bank had in their possession £486 forming part of the property of the bankrupt; and for an order for the payment by the bank to the trustee of £216, the balance of the £486 having already been paid over under a prior order of the court. In June, 1895, shortly before the receiving order, the bankrupt opened the account in question in the name of his wife. He stated to the bank manager that the money was his wife's, and that she was to draw the cheques, but that he would always initial them because his wife was inclined to be too generous and he wished to be able to check her drafts. At the date of the receiving order there was a balance of £486 to the credit of the account, of which the wife subsequently drew out £216. Upon the 7th of May, 1896, the trustee served the bank with a notice of motion for a declaration that the money standing to the credit of the account was really the bankrupt's, and for an account of the dealings with the money. Upon the 27th of July, 1896, an order was made on the motion declaring that the money was the bankrupt's, and ordering the payment of £270, the balance standing to the account, to the trustee. The trustee having subsequently discovered that £216 had been drawn out of the account after receiving order, launched the present motion. It was contended for the bank, firstly, that on the facts the bank were justified in honouring the wife's cheques after receiving order; secondly, that the matter was *res judicata*, as the trustee could have got all he was now asking on his former motion, and disclosed no fresh cause of action in the present one.

VAUGHAN WILLIAMS, J., decided in favour of the bank on both points. Dealing firstly with the point that the matter was *res judicata*, his lordship held that the whole of the present question had been litigated in the previous motion, and that if the trustee had been entitled to all moneys standing to the credit of the account since the date of the receiving order, he could have got an order for payment of them to him upon that motion. Secondly, upon the facts, his lordship found that as between the bank and Mr. and Mrs. Montagu, the account was opened as the wife's account, that she could have sued the bank for dishonouring her cheques, and could have ordered the bank to honour her cheques without their being initialed by her husband. The fact that the court had since found that the account was really the husband's did not give the trustee a right to claim the moneys paid in pursuance of a contract between the bank and Mrs. Montagu before the trustee had moved for a declaration that the money was the bankrupt's. It would be very unfortunate if, when a contract had been made by a person other than the bankrupt, and believed by the other contractor to be so, the trustee could, before taking steps for a declaration in the matter, call upon the other contractor to pay over again moneys paid in pursuance of that contract. The present case was analogous to the cases of contracts made after bankruptcy, which are held to be good until the trustee intervenes.—COUNSEL, *Muir Mackenzie* and *Aeneas Mackintosh*; *Herbert Jacobs*. SOLICITORS, *Church, Rendell, & Todd*; *Hubbard, Son, & Eve*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

CELEBRATION OF THE SIXTIETH YEAR OF HER MAJESTY'S REIGN.

The Council have carefully considered suggestions made to them with reference to the mode in which it would be desirable for the Profession to take part in celebrating the completion of the Sixtieth Year of the Queen's reign; being assured that the Solicitors of England desire, equally with all other subjects of Her Majesty, to record their deep appreciation of the memorable event and their loyalty and gratitude to her.

Although Her Majesty does not desire to make any suggestion on the subject, it is known that charitable and benevolent objects will be the most pleasing to her; and after full consideration, the Council propose to create a fund to be called the "Victoria Pension Fund," the income of which should be applied in providing pensions for life, or for a less period, available to necessitous members of the Profession and their families, without any qualification or restriction; and they have accordingly appointed a Committee to collect subscriptions.

The Council will hereafter determine in what manner the Fund shall be administered, with the view of securing the greatest efficiency at the least expense.

An account has been opened at Messrs. Barclay and Co., Limited (Goslings' Branch), Fleet Street, London, E.C., in the name of "The Incorporated Law Society, The Victoria Pension Fund," and subscriptions may be paid to any member of the Committee, or forwarded to the Secretary, Law Society's Hall, Chancery Lane, or direct to the Bankers.

The Council hope that on this memorable and unique occasion every solicitor will assist by a donation, however small, so that the response may be one worthy of the Society and the Profession, and in some measure adequate to the needs for which it is intended to provide.

The following are the Committee:—Mr. Josh. Addison, President, 2, Bond

Court, Walbrook; Mr. Wm. Godden, Vice-President, 34, Old Jewry; Messrs. C. M. Barker, 15, Bedford Row; J. S. Beale, 28, Great George Street, S.W.; E. J. Bristow, 1, Copthill Buildings, E.C.; R. Ellett, Cirencester; W. F. Fladgate, 2, Craig's Court, Charing Cross; A. Godlee, Birmingham; J. Hollams, 31, Mincing Lane; J. Hunter, 9, New Square; G. Keen, 24, Knightrider Street; B. G. Lake, 10, New Square, Lincoln's Inn; J. Lawrence, Liverpool; H. Manisty, 1, Howard Street, Strand; T. Marshall, Leeds; P. E. Mather, Newcastle-on-Tyne; E. C. Peele, Shrewsbury; R. Pennington, 64, Lincoln's Inn Fields; T. Rawle, 1, Bedford Row; R. L. G. Vassall, Bristol; W. M. Walters, 9, New Square; Wm. Williams, 32, Lincoln's Inn Fields; W. H. Winterbotham, 1, New Court, Lincoln's Inn; A. Wightman, Sheffield; G. Winch, Chatham.

The Victoria Pension Fund.

Subscription List to March 18:	£	s.
J. Addison, 2, Boud-court, Walbook	105	0
Harry Woodward (Ravenscroft, Hills, & Woodward), 15, John-street, Bedford-row	21	0
E. H. Flux, 144, Leadenhall-street, E.C.	5	5
J. Bartlett, 26 and 27, Bush-lane	2	2
J. Armstrong, 12, Fenchurch-avenue	5	5
Bentwich, Watkin, Williams, & Co., Corporation Chambers, Guildhall-yard	2	2
Michael Abrahams & Co., 8, Old Jewry, E.C.	2	2
William Harwood, 31, Lombard-street, E.C.	10	10
Henry Goodwyn Stephenson, 31, Lombard-street, E.C.	5	5
Bird, Moore, & Strode, 5, Gray's-inn-square	1	1
C. M. M. Rawlins, 66, Gresham-house	10	10
L. H. Hicks, 5, Gray's-inn-square	10	10
E. Bromley, 43, Bedford-row	2	2
R. Pennington, 64, Lincoln's-inn-fields	105	0
W. Godden, 34, Old Jewry	52	10
Grinham Keen, 24, Knightrider-street	25	0
John Hunter, 9, New-square	100	0
W. H. Gray, Ormond House, Great Trinity-lane	25	0
J. S. Lickorish (Lickorish & Co.), 11, Queen Victoria-street, E.C.	5	5
Thomas Rawle, 1, Bedford-row, W.C.	25	0

ASSOCIATED PROVINCIAL LAW SOCIETIES.

Minutes of the Annual Meeting of the above Societies, held at the Law Institution, Chancery Lane, London, on Friday, the 12th March, 1897, Mr. C. T. Saunders, of the Birmingham Incorporated Law Society, in the chair.

Present—The undermentioned Societies, represented as follows:—

The Leeds Incorporated Law Society, A. Middleton.

The Birmingham Incorporated Law Society, Mr. C. T. Saunders.

The Liverpool Incorporated Law Society, Messrs. Fredk. Gregory and C. H. Morton.

The Manchester Incorporated Law Association, Mr. R. W. Williamson.

The Newcastle-upon-Tyne Incorporated Law Society, Mr. R. Pybus.

The Yorkshire Law Society, Mr. J. T. Atkinson.

The Somerset Law Society, Mr. R. Biddulph Pinchard.

The Berks., Bucks., and Oxfordshire Incorporated Law Society, Messrs. D. H. Witherington and P. J. Rutland.

The Bristol Incorporated Law Society, Messrs. W. C. H. Cross and J. L. Daniell.

The Wakefield Incorporated Law Society, Mr. H. Plews.

The Nottingham Incorporated Law Society, Messrs. George Parr and A. Barlow.

The Chester and North Wales Incorporated Law Society, Mr. R. Farmer.

The Herefordshire Incorporated Law Society, Mr. W. J. Humfrys.

The Sussex Law Society, Messrs. J. W. Howlett and G. Cheesman.

The Hull Incorporated Law Society, Messrs. Herbert Woodhouse and J. Travis-Cook.

The Shropshire Law Society, Mr. Rowland T. Hughes.

The Gloucestershire and Wiltshire Incorporated Law Society, Mr. G. Gurney.

The Herts. Law Society, Mr. C. E. Longmore.

The Rochester and Chatham Law Society, Mr. G. W. Prawl.

A Letter was read from Mr. Ellett of Cirencester regretting his inability to be present. *Letters* were read from the Halifax, Sheffield, Leicester, and Sunderland Law Societies. The *Hon. Sec.* reported that the Buxton Law Society had joined the Association during the year, and that the Devon and Exeter Society had retired; the number of members of the Association was 50.

The subscriptions for the year were fixed at the same rate as in the previous year.

The accounts were presented, and having been audited and found correct, were passed.

Mr. Thomas Marshall and Mr. C. H. Morton were re-elected as Honorary Secretary and Assistant Honorary Secretary respectively.

County Court Rules (March) 1897.—Mr. T. Marshall (on behalf of the Liverpool Law Society) moved the following Resolution, which was seconded by Mr. Gregory, of Liverpool:—"That the proposed new Rule as to obtaining leave under Section 74 of the County Courts Act, 1888 (Order V. Rule 9a I.) will seriously interfere with legitimate commercial business and will be found difficult to work in practice, and that the Lord Chancellor be respectfully requested to direct that the Rule be reconsidered."

Mr. Marshall stated in support of the Resolution that communications had been received from the Law Societies of Birmingham, Liverpool, Wolverhampton, Leeds, Sheffield, Bradford, and Bristol pointing out various objections to the proposed Rule which might be summarised as follows:—That a very large business was at present carried by Manufacturers, Wholesale Houses, Printers and Newspaper agents, with customers in every part of England; that the conduct of their business depends in great measure on the ability of the plaintiffs to sue under the existing Rules in the Court in which "the cause of action or part of it" arises; that the new Rule requiring the plaintiff to show, in addition, to this statutory requirement and as a condition precedent to obtaining leave, "that the balance of convenience is in favour of leave being granted," imposes a new and serious disability on plaintiffs; that clause (14) of the proposed Rule requiring the plaintiff to deposit in court a sum sufficient to meet any allowance for the travelling expenses and attendance of defendant in court is unnecessary, having regard to the existing Order xii., Rule 9, and that it will inflict hardship on plaintiffs of every class, and that although the present Rule is occasionally abused the cases of abuse form an insignificant percentage of the cases in which leave is granted.

After some discussion, in the course of which Mr. Pybus, of Newcastle, called attention to some notorious cases of abuse which had arisen in the North of England, the Resolution was unanimously carried.

The Land Transfer Bill.—The Chairman made an introductory statement in which he explained the present position of the Bill and pointed out that several of those who had hitherto most strenuously opposed the principle of making registration compulsory were now in favour of some compromise.

Mr. Gregory (Liverpool) moved the following Resolution, which was seconded by Mr. Humfrys (Hereford):—

"That the Country Law Societies continue their opposition to the compulsory clauses of the Bill."

To that Resolution Mr. Longmore (Herts) moved the following amendment which was duly seconded:—

"That the clauses of the Land Transfer Bill imposing compulsory Registration be opposed unless the following modifications can be obtained:—

(1) A definite restriction in the Bill itself of the area within which compulsion may be applied:

(2) The (a) initiative, or (b) consent of County Councils as a condition of the application of compulsory registration:

(3) The lapse of a definite experimental period before the area in which compulsion may have been applied is extended:

(4) A restriction of the power of practising in the Land Registry for reward to Solicitors."

A long discussion followed in which Mr. Barlow (Nottingham), Mr. Howlett (Sussex), Mr. Atkinson (Yorkshire), Mr. Farmer (Chester and North Wales), Mr. Gregory (Liverpool), Mr. Woodhouse (Hull), Mr. Middleton (Leeds), Mr. Daniell (Bristol), and others took part, after which Mr. Gregory withdrew his Resolution.

Mr. Longmore's amendment was thereupon put as a substantive Resolution and carried by 13 votes to 5.

The remaining business on the Agenda was adjourned.

A vote of thanks to the Chairman concluded the business of the meeting.

SOCIETY OF COMPARATIVE LEGISLATION.

The Annual Meeting of this Society was held in the Old Hall at Lincoln's Inn, on Wednesday last week.

Lord Herschell, who presided, summarised the work done by the Society and its committees during the past year, and stated that the first number of the journal had been warmly welcomed by those who were qualified to appreciate work of that kind. At the same time, it was hardly satisfactory to find that of the subscribing members of the Society only little more than half were drawn from the United Kingdom.

Mr. Crackanthorpe, Q.C., and others Members of the Society having spoken, the report as presented by the Chairman was adopted; and it was resolved that further efforts should be made to obtain the support of the legal profession.

Among those present at the meeting were Sir R. Herbert, Sir C. Ilbert, Sir Raymond West, and Mr. Whitley Stokes.

UNITED LAW SOCIETY.

March 15.—Mr. J. R. Yates in the chair.—The Rev. J. Fleming Shearer opened a debate on the motion "That this society disapproves of the Education Bill now before Parliament." Mr. C. Garnett opposed, and the subsequent speakers were Dr. C. Herbert Smith and Messrs. C. Kains-Jackson, A. C. F. Boulton, J. W. Weigall, P. H. Edwards, and Haythorne Reed. After a reply from Mr. Shearer, the motion was put to the vote, with the result that it was lost by six votes.

BRITISH LAW FIRE INSURANCE COMPANY (LIMITED).

Annual General Meeting.

The ordinary general meeting of the British Law Fire Insurance Co. (Limited) was held on Friday, the 12th inst., at Cannon-street Hall. Mr. H. T. Norton, the chairman, presided.

The report for the year ending the 31st of December last stated that the net annual premium income was £55,130 0s. 11d. as compared with £50,732 15s. 1d. in the previous year, being an increase of £4,397 15s. 10d. New commission stood at a rate of 15 5 per cent., and the ordinary expense ratio had declined to 32·2 per cent. The net losses, after adjudging those outstanding at the end of 1895, allowing for claims outstanding at the end of 1896, and deducting the amounts recoverable by re-insurance and indemnities, amounted to £30,387 17s. 5d. The loss ratio for that year was 55·1 per cent. The accounts shewed an available balance of £7,006 13s. 2d., of which the directors proposed to carry to the reserve

£3,000, thus bringing it up to £23,000, to declare a dividend at the rate of 3 per cent., and to carry forward £1,006 13s. 2d.

The MANAGER and SECRETARY (Mr. H. Foster Cutler) having read the notice convening the meeting,

The CHAIRMAN said that on the last occasion when he presided at the meeting he told the shareholders that he was afraid they could not always count upon having a loss ratio as low as that of last year—viz, 33½ per cent. He was sorry to say that this year the ratio of loss was higher, but last year was an exceptionally good year and they were standing at a lower loss ratio than any other insurance company but one. He proposed, therefore, and he thought it was only fair and reasonable to do so, to take the last two years together. The average loss ratio for the two years was 44·1 per annum, and if the company could keep that average for years to come, as they ought to do, the company would be in a very satisfactory position and would be able to build up a large reserve. Expenses had again declined and now stood at 32·2 per cent. The great bulk of the company's business was direct business, and he might say that the proportion of guarantee business as compared with direct business had been gradually reduced year by year and was now comparatively speaking but a small proportion in relation to the other part of the business. The company had certainly not been fortunate with their guarantee business this year, but on the other hand it must be borne in mind that the expenses connected with the guarantee business were very small as compared with those connected with direct business, and that therefore a profit business could be done on guarantee at a much higher loss ratio than was the case with direct business. The auditors had certified to him that the average rate of premiums on all classes of business was under 2s. 8d. per cent., and he thought this would satisfy the meeting that the directors were carrying on the business upon the old conservative basis, and if occasionally the company did seem to be badly hit with fires it did not arise from the general average of the company's business being of a risky character. The accounts it would be seen shewed an available balance of over £7,000. The average earnings of the company for the two years had been at the rate of £6,325 per annum. The directors proposed, as stated in the report, to carry £3,000 to reserve and to declare a dividend at the rate of 3 per cent. Last year was such an exceptional year that the board felt that they could not fairly withhold from the shareholders a dividend at the rate of 4 per cent., but he thought it was prudent to build up a big reserve out of profits; in fact the building up of a big reserve was a necessity for the company, although the policy-holders would have ample security as the company now stood, and everybody could insure in it and recommend others to do so with perfect safety. The company also had assets which, in his opinion, justified fully the price of the shares in the market at the present time. That he made that observation not from any wish to affect the market value of the shares he need not say, but because he had been asked the question on the previous day. With regard to the policy-holder he had as securities the nominal share capital of 100,000 shares of £10 each—£1,000,000, of which £1 per share had been paid up, £100,000; a reserve fund of £23,000, all excellent and first-class investments, and he (the Chairman) had the auditors' certificate that these investments could now be sold for more than £7,000 above the price given for them. In addition to that there was the business, which was of considerable value, and formed an asset of the value, according to the figures given to him, which he understood to be correct, of about £40,000. The auditors' figures shewed paid-up assets, including the business, of something like £160,000 to £170,000, besides the £900,000 uncalled capital. With regard to the company's expenses it had been frequently stated by the late Sir Henry Parker and himself, and he only repeated it because so many shareholders came to a meeting who had not been at previous meetings, that from the beginning the company had the deliberate intention of going to very considerable outlay in expenses. It formed local boards and took the big office in Lothbury. Sir Henry Parker had fully explained why this was done, and that it was in the belief that the results of the expenditure would ultimately be very remunerative and that the company would build up a large premium income. The result had been that the company had made a net premium income in nine years which one of the finest insurance offices in London had taken between twenty-five and thirty years to get. The net premium income had increased during the past year by £4,397, and having regard to the fact that the proportion of guarantee business had materially diminished; this was, he thought, a very satisfactory result. Had the company continued the same amount of guarantee business as they did in the past the increase would have been larger. He did not like to sit down without referring to the great loss the insurance world had suffered in the death of Mr. Cuddon, the Chairman of the Law Union, now amalgamated with the Crown. The company had met with much business kindness from that office, and he (the Chairman) had always been told that Mr. Cuddon always spoke in a very friendly way of the company's prospects, pointing out principally that as time went on they would reap the benefit of the outlay, and expressed cordial faith in the company's future. These words, falling from one with such experience, would be gratifying to the shareholders as they were to the directors. He moved the adoption of the report and balance-sheet.

Mr. W. MAPLES (vice-chairman) seconded the motion, which was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. MAPLES, a dividend of 3 per cent. was declared.

The CHAIRMAN moved that the retiring directors, Mr. J. G. Bristow, Mr. R. W. Dibdin, Mr. A. H. James, Mr. C. G. Kekewich, and Mr. Marshall Pontifex, be re-elected.

Mr. MAPLES seconded the motion, and it was agreed to.

Mr. JOHN COLES moved that the auditors, Messrs. Turquand, Youngs, & Co., be re-elected, and that their remuneration be £210.

Mr. LESLIE HUNTER seconded the motion, and it was adopted.

Mr. COLES moved a vote of thanks to the Board, the Local Boards, and the manager for carrying on the company so successfully amidst the very keen competition which existed for this class of business. Although last year the business was not so good as in the previous twelve months, no blame was to be attached to the Board, because years in fire insurance were not all alike, and it was only fair to strike an average. If the present rate of premium income could be maintained, or nearly maintained, insuring the class of risk the company were taking, the outcome must be one of satisfaction.

Mr. AMBROSE FLETCHER seconded the motion, which was carried with acclamation, and

The CHAIRMAN returned thanks.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The fifty-second annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday at the Society's House, No. 18, Lincoln's-inn-fields, Mr. J. M. Clabon (chairman) presiding.

The report stated that the sums assured during 1896 under 578 new policies amounted to £813,124, of which £294,411 were reassured. The new premiums amounted to £43,530 0s. 10d. and the reassurance premiums to £12,630 13s. 10d., leaving net new premiums of £30,899 7s. The gross amount of assurances in force at the end of the year was £8,843,512 7s., of which £1,020,707 were reassured, and the net premium income was £274,307 11s. 3d., as against £267,288 4s. 1d. in the preceding account, shewing the satisfactory increase of £7,019 10s. 2d. The amount received for interest and dividends was £96,089 16s. 1d., being an increase of £6,383 19s. 3d. on the corresponding figure for 1895. The reversions yielded a profit of £16,000 2s. 3d. As consideration money for annuities £5,431 16s. was received, while profit on sales of stock and some minor sums yielded £3,381 5s. 8d. The claims by death under 131 policies amounted to £275,716 6s. 2d., and endowment assurances matured for £17,723 4s. These sums included bonus additions of £67,276. The society's payments were lessened by reassurance policies with bonuses for £38,329 2s. 6d. The number of claims was under the expectation, while the amount payable was somewhat above the expectation; the policies being for the unusually large average amount of nearly £2,100, including bonus. The incidence of mortality was favourable; the lives were mostly of advanced ages, nearly 40 per cent. being upwards of seventy years of age, and a profit from mortality had resulted. The funds were increased during the year by £82,431 19s., and amounted on the 31st of December to £3,013,395 1s. 8d. Excluding reversions, outstanding premiums and interest, and cash at bank, they were invested to produce an average rate of interest of £3 15s. 2d. per cent.

The CHAIRMAN, in moving the adoption of the report and accounts, said he must first of all mention the great unhappiness of the Board at the loss of the Right Hon. George Denman, the late deputy-chairman. He joined the society in 1872. He had long been a director, and since he resigned his seat upon the bench had been very frequent in his attendance at the meetings, and the directors were only too happy to elect him as their vice-chairman. The minute passed by the Board was as follows: "The Board, at this their first meeting after the death of the Right Hon. George Denman, late one of her Majesty's judges of the High Court, record their very high opinion of him as a man and as one of the directors and vice-chairman. He was appointed a director in 1872 and became vice-chairman in 1893. His wise and prudent counsels were ever of the greatest value to the society. He was endeared to the directors and officials by his kindly and never-failing courtesy. The directors regret deeply his loss and request the chairman to express their sorrow to Mrs. Denman and the members of the family in the most warm and sympathetic terms." He (the Chairman) would add for himself that, having been thrown more into contact with him than some other of the directors, he also had the very highest opinion of his unfailing courtesy, his great ability, and his friendly conduct towards the directors, who were all on terms of intimate friendship with him. Proceeding to the report he congratulated the meeting that for the first time the society had a reserve of more than £3,000,000. The reserve had varied for a little time as claims came in, but now it seemed be be permanently about £3,000,000. In the year 1853 there were £130,000 reserve. In 1872 it had got to £1,000,000; in 1884 it came to £2,000,000; and now it was £3,000,000, and during the year, notwithstanding that the claims were a little heavy and beyond the expectation, yet there had been saved £82,000 more to add to the reserve. As to new business, in the year the number of the policies was less than it had been in 1895—578 as against 677, but the amount insured was considerably larger—£813,000, as against £766,000 in 1895, the result being that the average amount of the policies was £1,400, the average amount in 1895 being £1,132. The higher the amount of average policy the more advantageous it was to the society. It was true that the higher people were in the world as regarded their means, the better was their health, and the longer their lives; and, therefore, if the average of the policies was high, it shewed that they were taken from the class whose lives were longest, and therefore of the most benefit to the society. The new premiums last year were £43,000, of which £12,000 were re-insured, leaving £30,000 as the society's annual premiums. On the question of interest the Board were always a little unhappy, because interest generally had been going down for a long time past, therefore they had to tell the meeting that the society had only made £3 15s. per cent. It was less a good deal than in former years, but the Board could not help it. But as to this, he now came to the subject of the society's new constitution, and

he might tell them what the investments now consisted of. The society had an old and cumbrous deed, many of the clauses of which were very long and difficult to understand, and the directors determined, on the strong advice of Mr. Burridge, the secretary, to have a new deed. So a new deed was drawn, and the most valuable part of it was the increased range of investments. The Board had changed some of the securities dealing with rather more than £100,000 worth, and at once the benefit was seen. The Board had had the advice of two brokers as to the investments, but they had exercised their own judgment as well, and on that £100,000 they had got 15s. per cent. more than they had been getting before. They had been enabled to sell out some of their old securities at a very high rate, gaining considerably thereby, and also increasing the interest 15s. per cent. In the report the interest was given "excluding reversions," and it would be found in some other societies that the interest in three or four cases was higher than that of the society, but it did not appear whether reversions were included or excluded. He thought they had been included instead of being excluded, as was the case with the society. If the directors had included interest on reversions, the dividend would have been higher. Other things had been gained in having a new deed. In the first place there was the seal. The securities under the old deed were all in the names of the directors, generally the youngest director was selected as a new name, and the result was sometimes difficult. Now the securities were all transferred into the name of the society, which was very advantageous. Then the society could now grant policies, which were very valuable, but which formerly they had no power to do. Of leasehold policies the Board had had one, and hoped to have more by-and-bye. The society had extended its business, and shortened its deed, fitting it to modern requirements. As to the society's securities, the most important part, of course, of the business, the society had a standing committee, varied by the admission of members from time to time from the Board, and they went through every security, and at the last quinquennium a sum was reserved, about £16,000, to meet possibilities, not to meet certainties. But to shew how careful they were, in a case where they were afraid they might lose £10,000 by one security they found they had already made, when the life fell in, £18,000, so that instead of losing £10,000 they gained £8,000. And the Securities Committee who had recently reported to the Board stated that the sum made use of, the £16,000 on the last occasion, would certainly cover any possible loss, and, in his own opinion, there would be a very small loss indeed, if any, when these securities could be realized. Then there were the annuities, of which the society had not many now, because they had rather abandoned that class of business. Five annuitants had died during the year relieving the society of £482 annually. As the table in the report shewed there were cases in which the policies had been doubled in value at deaths. Thus in 1846 an assurance of £400 came to £882 at death; in 1851, £500 came to £1,064; in 1856, £4,000 came to £9,443; in 1866, £2,000 came to £4,047; in 1870, £1,000 came to £2,054, a pretty good evidence of the society's well-doing and of the large amount of profit they were able to add to the policies. He need not say anything about competition. It was the rule of offices not to speak of other offices, either to commend them for their large and profitable business, or the contrary, but the members were aware what keen competition there was, and unless the society appointed men to be outside the office to look for policies it would fall very far short of what it was doing now. The society had able men who did that and the result was very valuable. Therefore, without any dread of competition from others, the directors hoped they would be enabled to shew the members that the society was doing a very first-class business.

The VICE-CHAIRMAN (Mr. C. H. Russell) seconded the motion. He said he entirely echoed every word which had fallen from the chairman, as to the loss which his colleagues and the society had sustained in the death of the Hon. George Denman. The directors felt it especially, but the members had cause to feel it also, for he was really an ideal director. Referring to the number of claims on the society by deaths, he (the Vice-Chairman) observed that there had been eight endowment assurances which had matured, there had been 131 claims paid upon deaths, and these had fallen upon lives of such a good age that a very satisfactory profit had arisen to the society. Nearly 40 per cent. of the claims paid were in respect of lives of seventy years and upwards; the actual figure was 37·4 per cent., and the numbers were: of deaths between seventy and eighty, 36; eighty and upwards, 13. That was a most satisfactory result, and the chairman had already shewn how well the society did by the insured by pointing out the cases in which the value of policies had been more than doubled. In the year 1896 the society paid nearly £6,000 less for surrender policies than it did in 1895. During 1896 it paid £9,760, and during 1895, £15,674. Of course it was not to the interest of the office that the policies should be surrendered, and this fact of the smaller amount paid seemed to be of very hopeful augury for the future.

The report and accounts were unanimously adopted.

The CHAIRMAN proposed Lord Macnaghten to fill the vacancy on the Board caused by the death of the Hon. George Denman, speaking of his lordship in very high terms.

Mr. Justice GRANTHAM seconded the motion, which was agreed to.

On the motion of Mr. KISCH, seconded by Mr. EDWIN JAMES, the retiring directors, Mr. Broughton, Mr. Deverell, Mr. Smith, and Mr. Dimond, were re-elected.

On the motion of Mr. CHARLES WIGAN, seconded by Mr. G. ROOPER, the auditors, Mr. Bird and Mr. Dibdin, were re-elected.

Mr. G. T. PRIOR moved a vote of thanks to the Board, and that they be voted 3,500 guineas for their services during the ensuing year.

Mr. A. G. PERRIN seconded the motion, and it was carried.

The CHAIRMAN returned thanks.

Mr. WIGAN moved, and Mr. JAMES seconded a vote of thanks to the auditors, and that 120 guineas be paid them for their services. This was agreed to.

The CHAIRMAN moved a vote of thanks to the staff. There was the actuary and secretary, whom he said had been brought up in the office of the society, and was a most admirable officer, constantly thinking of things which had not been done before, and which would be of advantage to the society. Then there were the two most excellent solicitors and the doctor, whose functions were even more important. From the small number of deaths it was apparent how well he selected the lives. There were also the rest of the officials, and there was not one bad one amongst them.

The motion having been carried,

Mr. A. F. BURRIDGE (actuary and secretary) returned thanks, observing that it was most encouraging to the staff to find that their labours met with so high a recognition.

A vote of thanks to the Chairman, moved by Mr. R SMITH, and seconded by the VICE-CHAIRMAN, terminated the proceedings.

LEGAL NEWS.

APPOINTMENTS.

Mr. THOMAS RAWLE, solicitor, has been appointed Solicitor to the Honourable Society of Lincoln's-inn, in succession to Mr. Douglas Garth, retired.

INFORMATION WANTED.

Any person having the custody or any knowledge of a will made by ANDREW HART, late of 192, High-street, Stoke Newington, Licensed Victualler, who died on the 7th of March, 1897, is requested to communicate at once with Messrs. Stileman, Neate, & Toynbee, 16, Southampton-row, Bloomsbury-square, or Messrs. Burne & Wykes, 1, Lincoln's-inn-fields.

GENERAL.

The annual meeting of the Selden Society will be held in the Council-room, Lincoln's-inn Hall, on Wednesday, the 24th of March, 1897, at 4.30 p.m. Lord Herschell will preside.

Mr. Justice Kekewich will preside at the annual meeting of the Discharged Prisoners' Aid Society, which will be held in the Council-chamber of Lincoln's-inn on Tuesday, the 30th inst., at 4.30.

The registrars of County Court Circuit No. 52, which embraces parts of Wiltshire, Somerset, and Gloucestershire, have decided to present an antique George III. loving-cup to Judge Caillard, upon his retirement from the judgeship after 38 years' service.

The smoking concert of the Solicitors' Managing Clerks' Association is to be held at the Holborn Restaurant on Thursday, the 25th inst. The Lord Chief Justice, Mr. Justice Vaughan Williams, and Mr. Justice Byrne are among those who have accepted invitations to be present.

The Lord Chancellor, while on a visit to the Lord-Lieutenant at Dublin Castle, has had a sharp attack of influenza, and was unable to be present at the Lord-Lieutenant's banquet on Saturday night. He has been removed from Dublin Castle to Lord Ashbourne's residence, and is going on favourably.

In the breach of promise case concluded on Wednesday, says the *Globe*, Mr. Justice Hawkins interrupted the examination of one of the witnesses to ask, "What is a verger?" On being informed as to the nature of a verger's duties and the number of the services held in the church in question, the learned judge continued: "Does he have to remain during the services?" The witness replied in the affirmative. "And he only gets £1 a week for all that?" pursued the judge.

On Monday last in the House of Commons Sir A. Rollit asked the Attorney-General whether any opportunity would be afforded the House of discussing the proposed draft New County Court Rules, which seriously affected the interests of traders. The Attorney-General said the operation of the rules had been postponed till May in order to give the county court judges the opportunity of considering some objections which have been raised.

Owing to the sudden indisposition of the Lord Chief Justice on Tuesday, Mr. Justice Grantham, says the *Times*, arrived in Leeds about two o'clock on Wednesday morning, and proceeded at the sitting of the court to hear criminal cases. The Lord Chief Justice is at present at Leeds. It is understood that he will not be able to undertake any more work at the present assizes, but that he will return to London as soon as the condition of his health enables him to travel. His lordship had contracted a severe cold, but was said to be progressing favourably.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly EXAMINED, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, March 22	Mr. Godfrey	Mr. Lavie	Mr. Leach
Tuesday 23	Rolt	Pugh	Beal
Wednesday 24	Godfrey	Lavie	Leach
Thursday 25	Rolt	Pugh	Beal
Friday 26	Godfrey	Lavie	Leach
Saturday 27	Rolt	Pugh	Beal

	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, March 22	Mr. Ward	Mr. Farmer	Mr. Carrington
Tuesday 23	Pemberton	King	Jackson
Wednesday 24	Ward	Farmer	Carrington
Thursday 25	Pemberton	King	Jackson
Friday 26	Ward	Farmer	Carrington
Saturday 27	Pemberton	King	Jackson

THE PROPERTY MART.

SALES OF ENSUING WEEK.

March 23.—Messrs. Bean, Burnett, & Eldridge, at the Mart, at 2 p.m., Freehold Building Estate. Solicitors, Messrs. Last & Sons, of London.

Freehold Church, 2 Freehold Residences, Freehold Investments, all at Fulham. (See advertisements, this week, back page.)

Residence at Upper Norwood. Solicitors, Messrs. James & James, of London.

Freehold Shop Property and Ground-Rent at Brompton. Solicitors, Messrs. Golden, Son, & Holme, of London.

Reversion to one-twenty-sixth Share of a Fund of about £50,000, lady aged 68. Solicitors, Messrs. J. C. Rutter & Veitch, of London.

Freehold Ground-Rent of £63 per annum secured upon property at Harrow. Solicitors, Messrs. Plunkett & Leader, of London.

Private Box at the Royal Albert Hall. Solicitors, Messrs. Chas. Rogers, Sons, & Russell, of London. (See advertisements, this week, back page.)

March 26.—Messrs. Grant, Whieldon, & Co., at the Mart, at 2 p.m., Leasehold Investments. Solicitors, Messrs. Peake, Bird, Collins, & Peake, and Messrs. Leefe & Leefe, both of London.

Also Freehold Farms at Methwold. Solicitors, Messrs. Hood Barrs & Co., of London. (See advertisement, March 13, p. 3.)

March 26.—Mr. Samuel Green (of the firm of Messrs. Green & Son), at the Mart, at 2 p.m., Freehold Property at Smithfield; also Freehold Building site at Smithfield. Solicitors, Messrs. Ward, Perk, & McKay; and Messrs. Linklater, Addison, Brown, & Jones, all of London. (See advertisement, this week, page 3.)

RESULT OF SALE.

Sale of Freehold Ground-Rents.

At Messrs. H. E. Foster & Cranfield's MONTHLY PROPERTY AUCTION held at the Mart, on Wednesday last, high prices were realized for Freehold Ground-Rents at Fulham and Finchley as under:

£25 per annum, secured upon 4 houses in Hiley-road, Harrow-road	Sold	£685
£20 per annum, secured on 4 houses in the same road	,,	540
£15 per annum, secured on 2 shops in the Lillie-road, Fulham	,,	430
£20 per annum, secured on 2 shops in Lillie-road, and a house in Moylan-road, Fulham	,,	595

The Reversions being in about 91 years' time.

Sale of Reversions and Life Policies.

Messrs. H. E. Foster & Cranfield's 591st Periodical Sale of Reversions and Life Policies took place on Thursday last. Among some of the lots sold were the following:

REVERSIONS:		
To one-sixth of £4,949 4s. 10d. Two-and-Three-Quarters per Cent. Consols, &c.	Sold	£710
To one-sixth of £4,949 4s. 10d. Two-and-Three-Quarters per Cent. Consols, &c.	,,	600
ABSOLUTE REVERSIONS:		
To one-fifth of £1,000 India Three per Cent. Stock	,,	115
To two one-ninths of about £37,000	,,	4,325
To one-eighth of Freehold and Copyhold Property in Lincolnshire, producing £351 per annum	,,	370
LIFE POLICIES:		
For £500 in the Clergy Mutual; life 57	,,	530
For £1,000 each in Scottish Widows' Fund and The Standard; life 56	,,	700
For £2,000 in Clerical, Medical, & General; life 48	,,	485
For £1,000 in Scottish Provident; life 60	,,	520

WINDING UP NOTICES.

London Gazette.—Friday, March 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Benfield, Limited—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to Thorne & Haslam, Old Bank chmbrs, Wolverhampton, solors for the liquidator

"Feldridge" Steamship Co, Limited—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to James Dixon, 81, Gracechurch st

London and Eastern Counties Loan and Discount Co, Limited—Petn for winding up, presented March 9, directed to be heard on March 24. Everett & Hodgkinson, 124, Chancery ln, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

Magdeburg Tramways Co, Limited—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Arthur Henry Gibson, 39, Waterloo st, Birmingham

Welford & Fish, Limited—Creditors are required, on or before April 6, to send in their names and addresses, and the particulars of their debts or claims, to M. J. Peters, 92, Lyndhurst grove, Peckham. Crawley, Chancery lane, solor for liquidator

Unlimited in Chancery.

Laing, Bingham, & Co.—All persons having claims or demands are requested to send in particulars of their claims to George Stanhope Pitt, 140, Leadenhall st, on or before Thursday, April 8

London Gazette.—Tuesday, March 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Continental Corporation of Western Australia, Limited—Creditors are required, on or before April 23, to send their names and addresses, and particulars of their debts and claims, to Percy Hamilton Sainsbury, Worcester House, Walbrook

British Union Insurance Co, Limited—By an order made by Vaughan Williams, J., dated March 3, it was ordered that the voluntary winding up of the company be continued. Greenop & Co, solors for liquidators

Bultfontein Sun Diamond Mine, Limited—Petn for winding up, presented March 10, will be heard on Wednesday, March 24, to make an order continuing the voluntary winding up of the company. Barrett, 11, Poultry, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

Caledonian Mineral Oil Co, Limited—Petn for the continuance of the voluntary winding up, presented March 11, directed to be heard on March 24. Francis & Johnson, 26, Austin Friars, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

Ellis & Co, Limited—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr H. S. Deacon, St Stephen's chmbrs, Telegraph st. Miller & Co, Telegraph st, solors to liquidator

Frank Knowles, Limited—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to William Smith, 7, King st, Cheapside. Howard, Gray's inn sq, solor

Hannans United Gold Estates, Limited.—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts and claims, to John Stewart Grant Campbell, 3 and 4, Great Winchester st

Henry de Jersey & Co, Limited—Petn for winding up, presented March 11, directed to be heard on March 24. John B. & F. Purchase, 11, Queen Victoria st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 23

International Mining Corporation, Limited (in Liquidation)—Creditors are required, on or before April 1, to send their names and addresses, with full particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate st Within

Murchison Goldfields, Limited—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts and claims, to Arthur Hebden, Blomfield House, London wall. Sutton & Co, 3 and 4, Great Winchester st, solors for liquidator

St. James's Hotel Co, Limited—Creditors are required, on or before April 2, to send their names and addresses, and the particulas of their debts or claims, to George Reeves Smith, 77, Piccadilly

Thomas (Western Australia) Syndicate, Limited—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to Ernest Henry Saunders, 63 and 64, New Broad st. Batchelor & Cousins, 13, Walbrook, solors to liquidator

Waterloo Colliery Co, Limited—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Mr Tom Broadhead, Bond st, Dewsbury. Holt & Sons, Horbury, solors to the liquidator

Westwood Manufacturing Co, Limited—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Westwood, Aitken chmbrs, Cannon st, Birmingham. Pepper & Tangye, Birmingham, solors for the company

Unlimited in Chancery.

Sheffield Tramways Co—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Webb & Co, 23, Queen Victoria st

FRIENDLY SOCIETIES DISSOLVED.

East Surrey Co-operative Industrial Society, Limited, 201 and 203, Lyham rd, Brixton. March 10

Kirkby Stephen Star Benefit Building Society, Oddfellows' Hall, Kirkby Stephen, Westmorland. March 10

Suspended for Three Months.

Friendly Society, Plas Weredydd, Gyffylliog, Ruthin, Denbigh. March 10

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, March. 12.

Attwood, John Frederick, Hendon April 3 Warburton & De Paula, Finsbury circus

Beanland, George, Gt Horton, Bradford March 31 Wilmshurst & Stones, Huddersfield

Bradley, John Gawith, Derby, Railway Accountant May 7 Hankinson & Meakin, Derby

Buckland, Emily, Lambeth April 12 Cruesemann & Rouse, Philpot lane

Burton, William Cullis, Lambeth rd April 23 Roberts, Gray's inn place

Corlass, Ellen, Hesale, York April 30 Stamp & Co, Hull

Davies, Samuel Hart, Southwick st, Hyde Park April 17 Lovell & Co, Gray's inn sq

Flower, Thomas, Margate April 19 Dawes & Sons, Angel ct

Fowler, Reuben, Brinscall in Withnell, Lancs June 12 Stanton & Sons, Chorley

Gallie, Charles Alexander McIntosh, St Helen's, Lancs, Wine Merchant April 19 Oppenheim & Malkin, St Helens

Gardner, Henry, Hatton grdn March 31 Indermaur & Co, Devonshire trree, Portland pl

Gibson, George, Kirkby in Cleveland, York, Farmer March 31 Carrick, Stokesley

Greenwood, Robert, Hebden Bridge, York, Coal Merchant April 14 Sutcliffes, Hebden Bridge

Hayden, Clara Rosina, Fulham April 21 Debenham & Walker Basinghall st

Holroyd, Joseph, Accrington April 12 Haworth & Broughton, Accrington

Hopgood, James, Clapham April 12 Hopgoods & Dowson, Whitehall pl

Ingham, Thomas, Whalley, Lancs, Corn Miller June 1 Baldwin & Co, Clitheroe

Jacox, the Rev Francis, St John's Wood April 16 Paice & Cross, Furnival's inn

Jones, William, Milford Haven, Pembroke April 9 Greenish, Haverfordwest

Kemp, Ellen Martha, Exeter April 21 Barlow & James, Fenchurch st

Knowles, Anne, Birkenhead April 12 Hosking, Liverpool

Lilley, George, Balham April 24 Corsellis & Co, Wandsworth

Linaker, Arthur, Frodsham, Chester, Solicitor April 1 Linaker & Linaker, Runcorn

Lovelace, Henry George, Gerrard st, Soho Electro plater April 10 Calkin-Lewis & Stokes, Furnival's inn

Mason, John James, Hammersmith April 30 Bull & Bull, Hammersmith

Matthews, George, Brighton April 13 Satchell & Chapple, Queen st

Moodey, William John, Margate, Grocer April 10 Gibson, Margate

Moore, the Rev Augustus William George, Spalding, Lincoln April 16 Paice & Cross, Furnival's inn

Murphy, Edward, Victoria st April 10 Mooney, Dublin

McNaught, Alexander, Axminster, Devon, Draper April 8 Forward, Axminster

The Rt Hon James Charles Herbert Welbore Ellis, Earl of Normanton and Baron Somerton, Southampton April 24 Tatham & Procter, Lincoln's inn fields

Overend, Maria, Retford, Notts May 1 Brown & Son, Sheffield

Plant, Christopher, Horton, Stafford, Farmer April 24 R Heaton & Son, Buralem

Roberts, John, Llandudno, Boot Maker May 1 Chamberlain & Johnson, Llandudno

Roberts, Mary Miriam, Streatham June 1 Barlow & James, Fenchurch st

Rodgers, Jane Eleanor, Sheffield April 30 Rodgers & Co, Sheffield

Rutland, John, Dudley, Worcester, Wine Merchant April 10 Sanders & Co, Dudley

Shea, Jocelyn Bloomfield, Chelsea April 20 White, Norfolk st

Simmonds, Harriette, Upper Norwood April 14 Marion F Simmonds, 59, Belvedere rd, Upper Norwood

Spark, John, Durham, Farmer March 31 Proud, Bishop Auckland

Taylor, John, Oakenshaw, nr Bradford March 31 Waddington & Firth, Bradford

Tilley, Samuel, Kensington April 12 A R & H Steele, College hill

Torkington, Andrew John, and Ellen Harrison April 11 Ridgway & Ridgway Dewsbury

Warrilow, Maud Josephine, Stoke upon Trent March 25 Hawley & Jackson, Longton

Webb, Henry Francis Stephen, Salisbury April 10 Whitehead, Salisbury

White, William, Wombleton, York, Yeoman April 3 H W & R Pearson, Malton

Whitlow, Betty, Cheshire April 10 H B White & Sons, Warrington

Whitlow, John, Stretton, Cheshire, Farmer April 10 H B White & Sons, Warrington

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 12.

RECEIVING ORDERS.

BAKER, WILLIAM ROBERT, Blackawton, Devon, Farmer Plymouth Pet March 10 Ord March 10

BAMFORD, JOHN, Rochdale, Commission Agent Rochdale Pet March 9 Ord March 9

BURTON, JAMES, Yarm on Tees, Yorks High Court Pet Feb 4 Ord March 9

BURTON, CARIBS, Burslem, Hosier Hanley Pet March 9 Ord March 9

CADMAN, W, Wrexham, Tea Dealer Wrexham Pet Feb 20 Ord March 8

CLARKE, WILLIAM, Filey, Yorks, Innkeeper Scarborough Pet March 10 Ord March 10

CLYDESDALE, JAMES WALKER, Pump court, Temple Barrister High Court Pet Feb 6 Ord March 9

CORNISH, RICHARD, Wells, Somerset, Farmer Wells Pet March 9 Ord March 9

COUSINS, CHARLES HAYES, Leicester, General Engineer Leicester Pet March 10 Ord March 10

DEARLE, ROSE ANNIE, Buckingham, Milliner Banbury Pet March 6 Ord March 6

DILLISTONE, ESTHER, Clare, Suffolk Cambridge Pet March 10 Ord March 10

DOWDLE, WILLIAM HENRY, Swansea, Baker Swansea Pet March 10 Ord March 10

DUROSE, ALBERT JOHN, Wrexham, Publican Wrexham Pet March 6 Ord March 6

GRANT, JESSIE, Dinas, Glam, Innkeeper Pontypridd Pet March 8 Ord March 8

GREIG, JOHN WILLIAM, Wandsworth, Provision Dealer Wandsworth Pet March 6 Ord March 6

GRIFFIN, DANIEL, Whitechapel, Artist High Court Pet March 9 Ord March 9

HARRIS, THOMAS HARDING, Stanwix, nr Carlisle, Innkeeper Carlisle Pet March 9 Ord March 9

HENRY, JAMES, Ebbw Vale, Mon, Timekeeper Tredegar Pet March 9 Ord March 9

HUNT & WATTS, St George, Glos, Boot Manufacturers Bristol Pet Feb 4 Ord March 8

KENNEDY, A CLARKE, Chelsea High Court Pet Feb 16 Ord March 10

LEWIS, NEBUCHADNEZZAR, Aberdare, Tailor Aberdare Pet March 9 Ord March 9

LLOYD, EDWIN, Wednesbury, Boot Manufacturer Walsall Pet March 9 Ord March 9

MCLEAN, JAMES, St John's Wood High Court Pet Jan 26 Ord March 10

MANNING, ALFRED, Kidderminster, Grocer Kidderminster Ord Feb 12 Ord March 9

MAXWELL, MATTHEW DAVIES, Abergavenny, Tailor Tredegar Pet Feb 28 Ord March 10

MILLARD, ERNEST ALBERT, Fareham, Hants Portsmouth Pet March 9 Ord March 9

PLATTIN, HENRY RAMM, Fakenham, Norfolk, Chemist Norwich Pet March 9 Ord March 9

ROBERTS, JOHN, Mile End, Provision Dealer High Court Pet Feb 18 Ord March 8

SCRIMSHAW, JOHN, Old Bolingbroke, Lincs, Miller Boston Pet March 9 Ord March 9

SHELEY, FRANCIS HENRY, Canton, Cardiff, Licensed Victualler Cardiff Pet March 9 Ord March 9

TESSEYMAN, EDWIN, Leeds Leeds Pet March 8 Ord March 8

TRIGG, HENRY, Teynham, Kent, Farmer Canterbury Pet March 8 Ord March 8

TUGWELL, JESSE, Maidstone, Labourer Maidstone Pet March 8 Ord March 8

WALBURTON, WESLEY JAMES, Easton, Glos, Accountant Bristol Pet March 9 Ord March 9

WATSON, WILLIAM JOHN, Nottingham, Solicitor Nottingham Pet March 10 Ord March 10

WILSON, WILLIAM, Shrewsbury, Timber Merchant Shrewsbury Pet March 8 Ord March 8

WINSTANLEY, WILLIAM JAMES, Gracechurch st, Solicitor High Court Pet March 8 Ord March 9

WRAY, WALTER, Bridlington Quay Scarborough Pet March 8 Ord March 8

YOUNGMAN, ALFRED BUSWELL, Layer Marney, Essex Colchester Pet March 8 Ord March 8

FIRST MEETINGS.

BAKER, WILLIAM JOHN, jun, South Shields, Artist March 23 at 10.30 Off Rec, 30, Mosley st, Newcastle on Tyne

BUNKER, HERBERT THOMAS, Potter's Bar, Coachbuilder March 23 at 3 95, Temple chmbrs, Temple avenue

COTTINGHAM, THEODORE, Altrincham March 19 at 3 Off Rec, Byrom st, Manchester

DELLA-ROCCA, STEPHEN ANTHONY, Lambeth walk, Builder March 19 at 2.30 Bankruptcy bldgs, Carey st

DIXON, CHARLES, Sheffield, Iron Merchant March 19 at 3 Off Rec, Figtree lane, Sheffield

FORBES, JOHN, Cricklewood March 22 at 11 Bankruptcy bldgs, Carey st

FOREMAN, THOMAS GEORGE, Hammersmith, Riding Master March 19 at 12 Bankruptcy bldgs, Carey st

GILLETTE, M G, Gray's inn rd March 19 at 2.30 Bankruptcy bldgs, Carey st

GLEAVE, WILLIAM, Warrington, Warehouseman March 23 at 10.55 Court house, Upper Bank st, Warrington

GOODMAN, LOUIS HENRY, South Kensington March 23 at 12 Bankruptcy bldgs, Carey st

GRAVES, JOSEPH, Bothel, Cumbrid, Innkeeper March 29 at 3 Court house, Cockermouth

HAMBLIN, ALFRED, and WILLIAM ARTHUR HAMBLIN, Dorking, Builders March 22 at 11.30 24, Railway app, London Bridge

HART, JOHN, John st, Adelphi, Money Lender March 23 at 2.30 Bankruptcy bldgs, Carey st

HIGGINS, THOMAS, Tyldesley, Lancs, Grocer March 20 at 10.30 10, Wood st, Bolton

JOHNSON, GEORGE, Chigwell, Essex, Farmer March 19 at 3 95, Temple chmbrs, Temple avenue

JONES, EDWIN PALMER, Clapham March 19 at 12 Bankruptcy bldgs, Carey st

LEWIS, T, Eaton ter, Eaton sq March 19 at 11 Bankruptcy bldgs, Carey st

MARENDAZ, RICHARD EMANUEL, Talbot, Glam, Farmer March 23 at 11.45 Castle Hotel, Neath

MILBURN, GEORGE DIGGLE, and FRANK MILBURN, Gigg, nr Bury, Lancs, Dyers March 19 at 11 16, Wood st, Bolton

PEART, THOMAS GEORGE, Lewes, Draper March 19 at 3 Off Rec, 24, Railway app, London bridge

RICHARDS, EDWIN, South Kensington, Boot Maker March 22 at 2.30 Bankruptcy bldgs, Carey st

SINCLAIR, THOMAS BLYTHE, Liverpool, Ship Store Dealer March 23 at 2 Off Rec, 35, Victoria st, Liverpool

SMITH, GEORGE BROWN, Bognor March 22 at 3 Royal Norfolk Hotel, Bognor

THOMAS, DAVID, Blaenllecha, Glam, Butcher March 19 at 3 65, High st, Merthyr Tydfil

TOWNSEND, GEORGE, Tenby, Pembrokes, Boot Dealer March 20 at 11 Off Rec, 4, Queen st, Carmarthen

TRUMPER, ENOCH, Woore, Salop, Grocer March 20 at 11.15 Off Rec, King st, Newcastle under Lyme

TUGWELL, JESSE, Maidstone, Labourer March 31 at 11 Off Rec, 9, King st, Maidstone

VINCENT, CHARLES, Seal, nr Sevenoaks March 19 at 2.30 C J Parris, 65, High st, Tunbridge Wells

WADSWORTH, JOSEPH, Warrington, Commission Agent March 26 at 10.50 Court house, Upper Bank st, Warrington

WARDEN, Colonel FRANK, Taunton pl, Regent's Park March 19 at 2.30 Bankruptcy bldgs, Carey st

WATKINSON, ANNE, Southport March 23 at 12 Off Rec, 35, Victoria st, Liverpool

WATKINSON, JAMES FREDERIC, Southport March 23 at 1 Off Rec, 35, Victoria st, Liverpool

WILSON, JOHN CHARLES, Aberdare, Bootmaker March 22 at 2 65, High st, Merthyr Tydfil

WILSON, WILLIAM, Shrewsbury, Timber Merchant March 20 at 2.30 Off Rec, 42, St John's Hill, Shrewsbury

WINSTANLEY, WILLIAM JAMES, Gracechurch st, Solicitor March 23 at 12 Bankruptcy bldgs, Carey st

WRAY, WALTER, Bridlington Quay March 19 at 11 Off Rec, 14, Newborough st, Scarborough

YOUNGMAN, ALFRED BUSWELL, Layer Marney, Essex March 26 at 10.45 Cups Hotel, Colchester

ADJUDICATIONS.

ANDERSON, EMILY JANE, West Kensington Windsor Pet Feb 6 Ord March 4

BAMFORD, JOHN, Rochdale, Commission Agent Rochdale Pet March 8 Ord March 9

BUNKER, HERBERT THOMAS, Potter's Bar Coachbuilder Barnet Pet March 3 Ord March 6

BUXTON, CARIBS, Burslem, Hosier Hanley Pet March 9 Ord March 9

CLARKE, WILLIAM, Filey, Yorks, Innkeeper Scarborough Pet March 10 Ord March 10

CORNISH, RICHARD, Coxley, Wells, Somerset, Farmer Wells Pet March 9 Ord March 9

COUSINS, CHARLES HAYES, Leicester, General Engineer Leicester Pet March 10 Ord March 10

DE SVERTCHKOFF, ALEXANDER, Vauxhall Bridge rd High Court Pet Dec 3 Ord March 9

DILLISTONE, ESTHER, Clare, Suffolk, Nurserywoman Cambridge Pet March 10 Ord March 10

DOWDLE, WILLIAM HENRY, Swansea, Baker Swansea Pet March 10 Ofd March 10

DUROSE, ALBERT JOHN, Wrexham, Publican Wrexham Pet March 6 Ord March 6

GOLDSTONE, JANE, Manchester Manchester Pet Feb 25 Ord March 10

GREIG, JOHN WILLIAM, Wandsworth, Provision Dealer Wandsworth Pet March 6 Ord March 6

HARRIS, THOMAS HARDING, Stanwix, nr Carlisle, Innkeeper Carlisle Pet March 9 Ord March 9

HENRY, JAMES, Govilon, Mon, Timekeeper Tredegar Pet March 9 Ord March 9

HILLYARD, JOHN, Acton, Wine Broker High Court Pet Feb 24 Ord March 10

HOPPER, MARTHA, Shrewsbury Shrewsbury Pet Feb 6 Ord March 10

HUDSON, PERCY SEAFORTH, Waterloo, Lancs, Limestone Merchant Wrexham Pet Feb 1 Ord March 9

JONES, WILLIAM, Ynysybwl, nr Pontypridd, Draper Pontypridd Pet Feb 13 Ord March 8

LEWIS, NEBUCHADNEZZAR, Aberdare, Tailor Aberdare Pet March 9 Ord March 9

LLOYD, EDWIN, Wednesbury, Boot Manufacturer Walsall Pet March 9 Ord March 9

LOVELACE, WILLIAM EDWARD, Strutton ground, Westminster, Boot Dealer High Court Pet Feb 25 Ord March 9

MACE, EDWIN, Old Swindon, Wilts, Omnibus Proprietor Bath Pet Feb 1 Ord March 8

MILLARD, ERNEST ALBERT, Fareham, Hants Portsmouth Pet March 9 Ord March 9

NEAR, JOSEPH LAWRENCE, Colchester, Builder Colchester Pet Dec 21 Ord March 9

PAGE, WILLIAM, Great Portland st High Court Pet Dec 18 Ord March 10

PAULL, JOHN, Crewkerne, Draper Yeovil Pet Feb 10 Ord March 9

PLATTIN, HENRY RAMM, Fakenham, Norfolk, Chemist Norwich Pet March 9 Ord March 9

REED, JOSEPH WILLIAM, Milton st, Mantle Manufacturer High Court Pet Feb 3 Ord March 10

SCRIMSHAW, JOHN, Old Bolingbroke, Lincs, Miller Boston Pet March 8 Ord March 9

STANDRICK, WILLIAM, Bristol, Hatter Bristol Pet Feb 22 Ord March 8

TESSEYMAN, EDWIN, Leeds Leeds Pet March 8 Ord March 8

TRIGG, HENRY, Teynham, Kent, Farmer Canterbury Pet March 8 Ord March 8

TRUMPER, ENOCH, Woore, Salop, Grocer Nantwich Pet March 1 Ord March 9

TUGWELL, JESSE, Maidstone, Labourer Maidstone Pet March 8 Ord March 9

WRAY, WALTER, Bridlington Quay Scarborough Pet March 8 Ord March 8

YOUNGMAN, ALFRED BUSWELL, Layer Marney, Essex Colchester Pet March 8 Ord March 8

ADJUDICATION ANNULLED.

PEARSON, MARK ALPHEUS, 3, Leslie villas, South Mimms, Builder Barnet Adjud June 10, 1896 Annul Feb 17

London Gazette.—TUESDAY, March 16.

RECEIVING ORDERS.

ATTEWELL, ROBERT, Lincoln, Confectioner Lincoln Pet March 10 Ord March 10

BAARS, SAMUEL, Well st, Wellclose sq High Court Pet March 11 Ord March 11

BEALE, WILLIAM, Hounslow, Builder Brentford Pet Feb 9 Ord March 11

BEAVAN, MATTHEW JOHN, Newport, Mon, General Dealer Newport, Mon Pet March 13 Ord March 13

BERRIDGE, RICHARD JAMES, Banbury, Oxfords, Land Valuer Banbury Pet March 12 Ord March 12

BOYER, FRED, Padfield, Hadfield, Derby, Grocer Ashton under Lyne Pet March 11 Ord March 11

BRADY, CHRISTOPHER, Edgbaston, Solicitor Birmingham Pet Feb 23 Ord March 8

BURY, RICHARD, Burnley, Engineer Burnley Pet March 11 Ord March 11

BUTLER, WILLIAM STANHOPE, Liverpool Liverpool Pet March 12 Ord March 12

BUTTERS, FRANCIS, Liverpool Liverpool Pet March 5 Ord March 11

CATTERICK, JOHN, South Shields, Baker Newcastle on Tyne Pet March 13 Ord March 13

COWLEY, GEORGE, Malvern Link, Worcesters, Butcher Worcester Pet March 13 Ord March 13

CRANNAGE, FREDERICK, Newtown, Montgomerys, Watchmaker Newtown Pet March 12 Ord March 12

CRAVEN, THOMAS, Manningham, Yorks, Plasterer Bradford Pet March 11 Ord March 11

DEAR, WILLIAM CAREY, Nottingham, Commercial Traveller Nottingham Pet March 12 Ord March 12

DUKE, CHARLES WILLIAM, Hastings, Tailor Hastings Pet March 12 Ord March 12

DUNGATE, CHARLES EGBERT, South Bank, Yorks, Drug-storeman Stockton on Tees Pet March 10 Ord March 10

DUNNILL, WETHERILL, Cleethorpes, Lincs Great Grimsby Pet March 10 Ord March 10

ELLIOTT, FRANCIS ROBERT, Bucklersbury High Court Pet Feb 18 Ord March 12

FAWCETT, LINTON WILSON, York York Pet March 11 Ord March 11

FREEMAN, WILLIAM OSBORNE, Beckington, Somersets, Flock Manufacturer Bath Pet March 1 Ord March 13

FRY, FREDERICK, Melksham, Wilts, Farmer Bath Pet March 11 Ord March 11

GAMBLE, WILLIAM HENRY, Kettering, Grocer Northampton Pet March 13 Ord March 13

GARNER, WILLIAM, East Kirkby, Notts, Hosiery Manufacturer Nottingham Pet March 11 Ord March 11

GERMAINS, ADOLPH ZALKIN, Clapham, Inventor High Court Pet Feb 11 Ord March 12

GOLDSMITH, S C, Castle st, Oxford st High Court Pet Feb 8 Ord March 12

HARRIS, MARKS, otherwise GOLDSLATT, New Tredegar Tredegar Pet March 10 Ord March 13

HEAP, WILLIAM, Leicester, Laundry Proprietor Leicester Pet March 13 Ord March 13

HUGHES, EVAN ROBERT, Llanberis, Quarryman Bangor Pet March 10 Ord March 10

JENKINSON, JOSEPH, Oldham, Brushmaker Oldham Pet March 12 Ord March 12

JONES, ISAAC JAMES, Cardiff, Grocer Cardiff Pet March 10 Ord March 10

JONES, RICHARD, Port Talbot, Glam, Boilermaker Neath Pet March 11 Ord March 11

JONES, ROBERT, Carnarvon, Licensed Victualler Bangor Pet March 11 Ord March 11

KERWOOD, CHARLES, Newerne, Lydney, Glos, Bootmaker Newport, Mon Pet March 12 Ord March 12

LATHAM, THOMAS LUKE, and CHARLES DAVID LATHAM, Huddersfield, Boiler Makers Huddersfield Pet March 11 Ord March 11

LEACH, GEORGE, Birmingham, Wireworker Birmingham Pet March 12 Ord March 12

MAITLAND, CHARLES, and WILLIAM GEORGE THOMAS, Kingston on Thames, Factors Kingston, Surrey Pet March 2 Ord March 11

MIDLAND, CHARLES, Newport, I of W, Wheelwright Newport Pet March 12 Ord March 12

PARKER, JOHN, Northampton, Shoe Manufacturer Northampton Pet March 13 Ord March 13

PEERBY, ERNEST GURNEY, Seodland, Kent, Butcher Maidstone Pet March 13 Ord March 13

PHILLIPS, FREDERICK HARVEY BATHURST, Ampthill, Beds, Bedford Pet March 10 Ord March 10

POTTER, DAVID ALEXANDER, Poultry, Clerk High Court Ord Feb 27

REES, THOMAS, Cardiff Cardiff Pet March 10 Ord March 10

RICARDO, AARON, Houndsditch, Toy Dealer High Court Pet March 12 Ord March 12

RICHARDSON, ROBERT WILLIAM, Stafford, Baker Stafford Pet March 12 Ord March 12

ROBINSON, FREDERICK, Bradford, Firelight Maker Bradford Pet March 11 Ord March 11

SEAGO, WILLIAM HENRY, Gt Yarmouth Gt Yarmouth Pet March 13 Ord March 13

SLINGSBY, TOM CHARLES, Retford, Tailor Lincoln Pet March 12 Ord March 12

SNELLING, CHARLES ARTHUR, Oxted, Surrey, Butcher Croydon Pet March 11 Ord March 11

SOWDEN, WILLIAM GEORGE, and ALBERT SOWDEN, Cosham, Hants, Butchers Portsmouth Pet March 12 Ord March 12

STRANGE, JAMES, Maidstone, Baker Maidstone Pet Feb 19 Ord March 10

SUGDEN, JOSEPH, Manningham, Yorks, Hairdresser Bradford Pet March 11 Ord March 11

SUTTON, NATHANIEL, New Bolingbroke, Lincs, Innkeeper Boston Pet March 13 Ord March 13

TIMMINS, ERNEST EDWARD, Upper Higham, Kent, Grocer Rochester Pet March 11 Ord March 11

UNDERWOOD, JOHN, sen, and JOHN UNDERWOOD, jun, Darlington, Joiners Stockton on Tees Pet March 10 Ord March 10

WHEATSTONE, HENRY, Hampton Bishop, Herts Hereford Pet Feb 26 Ord March 13

WHITWORTH, THOMAS ROBERT, Bedford, Saddler Bedford Pet March 10 Ord March 10
WILLIAMS, JOHN ELIAS, Chester, Draper Chester Pet Feb 26 Ord March 11
WILKINS, GEORGE HENRY, Bristol, Builder Bristol Pet March 12 Ord March 12

RECEIVING ORDER RESCINDED.

JOHN, SARAH CATHARINE, Jeffreyston, Pembs, Grocer Pembroke Dock Rec Ord Jan 28, 1897 Rescr March 10

FIRST MEETINGS.

ANDERSON, EMILY JANE, West Kensington March 24 at 3 95, Temple chmbrs, Temple avenue
ATTEWELL, ROBERT, Lincoln March 30 at 12.30 Off Rec, Lincoln
BAARS, SAMUEL, Well st, Wellclose sq March 23 at 1 Bankruptcy bldgs, Carey st
BAKER, ARTHUR, Birmingham March 26 at 12 23, Colmore row, Birmingham
BONNETT, GEORGE, Nottingham, Insurance Agent March 23 at 12 Off Rec, St Peter's Church walk, Nottingham
BRADY, CHRISTOPHER, Edgbaston, Solicitor March 26 at 11 23, Colmore row, Birmingham
BUCKLEY, EDWARD STANLEY, Oldham, Hosier March 23 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
BUNNETT, ARTHUR HENRY, Deptford, Revolving Shutter Maker March 25 at 12.30 24, Railway app, London Bridge
BURTON, JAMES, Yarm on Tees, York March 23 at 11 Bankruptcy bldgs, Carey st
CHAPMAN, ELIZABETH, Cardiff March 25 at 11 Off Rec, 29, Queen st, Cardiff
CLYDESDALE, JAMES WALKER, Pump ct, Temple, Barrister March 25 at 2.30 Bankruptcy bldgs, Carey st
CORNISH, RICHARD, Coxley Wells, Somersets Farmer March 24 at 12.30 24, Railway app, London Bridge
CURROE, JOHN, Westcott, Dorking, Farmer March 24 at 12.30 24, Railway app, London Bridge
DEARLE, ROSE ANNIE, Buckingham, Milliner March 24 at 2 Swan and Castle Hotel, Buckingham
DILLISTONE, ESTHER, Clare, Suffolk, Nurserywoman March 31 at 12 Off Rec, 5, Petty Cury, Cambridge
ELLIOTT, FRANCIS ROBERT, Bucklersbury March 25 at 12 Bankruptcy bldgs, Carey st
FAWCETT, LINTON WILSON, York, Clerk March 26 at 12.15 Off Rec, 28, Stonegate, York
FISHER, THOMAS, Plumstead, Boot Dealer March 23 at 12.30 24, Railway app, London Bridge
FREEMAN, WILLIAM OSBORNE, Beckington, Somersets, Flock Manufacturer March 24 at 3.30 Off Rec, Bank chmbrs, Corn st, Bristol
FRY, FREDERICK, Melksham, Wilts, Farmer March 24 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
GORRILL, ROBERT, Addlestone, Surrey, Engineers' Pattern Maker March 24 at 2 30 Bankruptcy bldgs, Carey st
HARRIS, THOMAS HARDING, Stanwix, nr Carlisle, Innkeeper April 5 at 3 Off Rec, 34, Fisher st, Carlisle
HARRIS, WILLIAM HENRY, East Dereham, Watchmaker March 23 at 3 Off Rec, 8, King st, Norwich
HILLYARD, JOHN, Acton, Wine Broker March 24 at 11 Bankruptcy bldgs, Carey st
HUGHES, HUGH, Blaenau Festiniog, Grocer March 23 at 1.15 Queen's Hotel, Blaenau Festiniog
HUNT & WATTS, St George, Glos, Boot Manufacturers March 24 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
KEDWARD, ANTHONY, Aberaman, Aberdare, Mason March 24 at 2 65, High st, Merthyr Tydfil
KESSEN, EDWARD HAMBROOK THOMSON, Cheshire, Architect March 25 at 3 Off Rec, Byrom st, Manchester
LYLE, FRANCIS THOMAS, Stoke Newington, Draper March March 23 at 3 Room 53, Bankruptcy bldgs, Carey st
MILLER, WILLIAM VICTOR, Bourn, Cambridge, Farmer March 31 at 11 Off Rec, 5, Petty Cury, Cambridge
PEARCE, ERNEST ALFRED, Brachewood Green, Herts, Cattle Dealer March 23 at 10.30 Court House, Luton
REES, THOMAS, Merthyr Vale, Glam, Contractor March 24 at 3 Off Rec, 29, Queen st, Cardiff
RICARDO, AARON, Houndsditch, Toy Dealer March 26 at 12 Bankruptcy bldgs, Carey st
ROBERTS, JOHN, Mile End, Provision Dealer March 25 at 12 Bankruptcy bldgs, Carey st
SCRIMSHAW, JOHN, Old Bolingbrook, Lincs, Miller March 25 at 12 Off Rec, 48, High st, Boston
SHARP, JOHN, Desford, Leicestershire, Butcher March 23 at 12.30 Off Rec, 1, Berridge st, Leicester
SLINGSBY, TOM CHARLES, Retford, Tailor March 30 at 11.30 Off Rec, Lincoln
SPRANGE, JAMES, Maidstone, Baker March 31 at 10.30 Off Rec, 9, King st, Maidstone
STEED, THOMAS, Marden, Herts, Haulier March 26 at 10 2, Offa st, Hereford
STEELE, THOMAS, Liverpool, Brewer March 26 at 12 Off Rec, 35, Victoria st, Liverpool
THOMAS, LEURS, Hay, Timber Merchant March 26 at 10 2, Offa st, Hereford
VICK, ALBERT ERNEST, Newerne, Lydney, Glos March 23 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
WALBURTON, WESLEY JAMES, Eaton, Glos, Accountant March 24 at 12.15 Off Rec, Bank chmbrs, Corn st, Bristol
WARE, ROBERT, Lincoln, Travelling Draper March 30 at 12 Off Rec, Lincoln
WELSH, HENRY WILLIAM, Tunbridge Wells, Builder March 25 at 11.30 24, Railway app, London Bridge
WHEATSTONE, HENRY, Hampton Bishop, Herefords March 26 at 10 2, Offa st, Hereford
WILBY, JOHN ALFRED, Leeds March 24 at 12 Off Rec, 22, Park row, Leeds
WILKINS, GEORGE HENRY, Bristol, Builder March 24 at 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
WOOD, JOHN, Leeds, Pianoforte Dealer March 24 at 11 Off Rec, 22, Park row, Leeds
WORTH, THOMAS, Barnsley, Innkeeper March 25 at 10.15 Off Rec, Regent st, Barnsley

ADJUDICATIONS.

ARTHUR, EDWARD, Bristol, Oil Dealer Bristol Pet Feb 26 Ord March 13
ATTEWELL, ROBERT, Lincoln Lincoln Pet March 10 Ord March 10
BAKER ARTHUR, Birmingham, Commercial Clerk Birmingham Pet March 1 Ord March 9
BAKER, WILLIAM ROBERT, Blackawton, Devons Farmer Plymouth Pet March 5 Ord March 12
BEAVAN, MATTHEW JOHN, Newport, Mon, General Dealer Newport, Mon Pet March 13 Ord March 13
BERRIDGE, RICHARD JAMES, Banbury, Oxfords, Land Valuer Banbury Pet March 11 Ord March 12
BOYER, FRED, Hadfield, Derbys Grocer Ashton under Lyne Pet March 10 Ord March 13
BRADY, CHRISTOPHER, Edgbaston, Solicitor Birmingham Pet Feb 23 Ord March 9
BUNNETT, ARTHUR HENRY, Deptford, Revolving Shutter Maker Greenwich Pet Feb 9 Ord March 12
BURY, RICHARD, Burnley, Millwright Burnley Pet March 11 Ord March 11
BUTLER, WILLIAM STANHOPE, Liverpool Liverpool Pet March 12 Ord March 12
BUTTERS, FRANCIS, Liverpool Liverpool Pet March 11 Ord March 11
COWLEY, GEORGE, Malvern Link, Worcester, Butcher Worcester Pet March 13 Ord March 13
CRANNAGE, FREDERICK, Newtown, Montgomeryshire, Watchmaker Newtown Pet March 13 Ord March 13
CRAVEN, THOMAS, Bradford, Plasterer Bradford Pet March 11 Ord March 11
DEARLE, ROSE ANNIE, Buckingham, Milliner Banbury Pet March 6 Ord March 13
DEAR, WILLIAM CAREY, Nottingham, Commercial Traveller Nottingham Pet March 12 Ord March 12
DUKE, CHARLES WILLIAM, Hastings, Tailor Hastings Pet March 12 Ord March 12
DUNGATE, CHARLES EGBERT, South Bank, Yorks, Drug-storeman Stockton on Tees Pet March 10 Ord March 10
DUNNILL, WETHERILL, Cleethorpes, Lincs Gt Grimsby Pet March 10 Ord March 10
FAWCETT, LINTON WILSON, York, Clerk York Pet March 11 Ord March 11
FISHER, THOMAS, Plumstead, Boot Dealer Greenwich Pet March 1 Ord March 12
FRY, FREDERICK, Melksham, Wilts, Farmer Bath Pet March 11 Ord March 11
GAMBLE, WILLIAM HENRY, Kettering, Northamptons, Grocer Northampton Pet March 13 Ord March 13
GARNER, WILLIAM, East Kirkby, Notts, Hosiery Manufacturer Nottingham Pet March 11 Ord March 11
GILLETTE, M G, Gray's inn rd, Horse Clipper Maker High Court Pet Feb 8 Ord March 12
GOLDSMITH, EDMUND FREDERICK, Sevenoaks, Kent, Publicon Croydon Pet Jan 29 Ord March 11
GRANT, JESSIE, Dinas, Glam, Innkeeper Pontypridd Pet March 8 Ord March 12
GRIFFIN, DANIEL, Whitechapel, Artist High Court Pet March 9 Ord March 13
HEAP, WILLIAM, Leicester, Laundry Proprietor Leicester Pet March 12 Ord March 13
HEWITT, EDWIN, Oxford st, Draper High Court Pet Feb 12 Ord March 12
HODGE, WILLIAM, and ROBERT STAFFORD, Newcastle on Tyne, Cabinet Makers Newcastle on Tyne Pet Feb 4 Ord March 10
HUGHES, EVAN ROBERT, Llanberis, Quarryman Bangor Pet March 10 Ord March 10
HUGHES, HUGH, Blaenau Festining, Grocer Portmadoc Pet March 4 Ord March 10
JENKINSON, JOSEPH, Oldham, Brushmaker Oldham Pet March 12 Ord March 12
JONES, EDWIN PALMER, Clapham High Court Pet Feb 2 Ord March 12
JONES, ISAAC JAMES, Cardiff, Grocer Cardiff Pet March 10 Ord March 10
JONES, ROBERT, Carnarvon, Licensed Victualler Bangor Pet March 11 Ord March 11
JONES, RICHARD, Port Talbot, Glam, Boiler Maker Neath Pet March 11 Ord March 11
KERWOOD, CHARLES, Lydney, Glos, Bootmaker Newport, Mon Pet March 12 Ord March 12
LATHAM, THOMAS LUKE, and CHARLES DAVID LATHAM, Huddersfield, Boiler Makers Huddersfield Pet March 11 Ord March 11
LEACH, GEORGE, Birmingham, Wireworker Birmingham Pet March 12 Ord March 12
MCLEAN, JAMES, St John's Wood High Court Pet Jan 26 Ord March 13
MAXWELL, MATTHEW DAVIES, Abergavenny, Tailor Tredegar Pet Feb 25 Ord March 13
MIDLANE, CHARLES, Newport, I of W, Wheelwright Newport Pet March 12 Ord March 12
NORTHROP, WILLIAM, JOSEPH RHODES, and WILLIAM SUMNERS, jun, Manningham, Bradford, Dyers Bradford Pet Feb 22 Ord March 11
ORMEROD, JOHN, Leominster, Pianoforte Tuner Leominster Pet June 30 Ord March 9
PARKER, JOHN, Northampton, Shoe Manufacturer Northampton Pet March 13 Ord March 13
PHILLIPS, FREDERICK HARVEY BATHURST, Ampthill, Beds Bedford Pet March 10 Ord March 10
RICARDO, AARON, Houndsditch, Toy Dealer High Court Pet March 12 Ord March 12
RICHARDSON, ROBERT WILLIAM, Stafford, Baker Stafford Pet March 12 Ord March 12
ROBINSON, FREDERICK, Bradford, Firelight Maker Bradford Pet March 11 Ord March 11
SHAGO, WILLIAM HENRY, Gt Yarmouth Gt Yarmouth Pet March 11 Ord March 13
SLINGSBY, TOM CHARLES, Retford, Tailor Lincoln Pet March 12 Ord March 12
SOWDEN, WILLIAM GEORGE, and ALBERT SOWDEN, Cosham, Hants, Butchers Portsmouth Pet March 10 Ord March 12
SUGDEN, JOSEPH, Bradford, Hairdresser Bradford Pet March 11 Ord March 11
SUTTON, NATHANIEL, New Bollington, Lincs, Innkeeper Boston Pet March 12 Ord March 13
TIMMIS, ERNEST EDWARD, Upper Higham, Grocer Rochester Pet March 11 Ord March 11
TOOLE, WILLIAM, Holloway, Fruit Salesman High Court Pet Feb 13 Ord March 11
UNDERWOOD, JOHN, sen, and JOHN UNDERWOOD, jun, Darlington, Joiners Stockton on Tees Pet March 9 Ord March 10
WELLINGS, CHARLES, Ramsgate High Court Pet Jan 8 Ord March 11
WHITWORTH, THOMAS ROBERT, Bedford, Saddler Bedford Pet March 10 Ord March 10
WILKIE, DAVID, Wigan, Draper Wigan Pet March 4 Ord March 11
WILKIE, JAMES, Wigan, Draper Wigan Pet March 4 Ord March 11

Amended notice substituted for that published in the London Gazette of Nov. 10:

MACKOY, ROBERT, Glossop, Derbys, Slater Ashton under Lyne Pet Nov 6 Ord Nov 6

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TO SOLICITORS and Others.—Any Person having the custody or any knowledge of a Will made by Andrew Hart, late of 192, High-street, Stoke Newington, Licensed Victualler, who died on the 7th of March, 1897, is requested to communicate at once with Messrs. STILEMAN, NEATE, & TOYNBEE, 16, Southampton-street, Bloomsbury-square, or Messrs. BURNE & WYKES, 1, Lincoln's-inn-fields, W.C.

TO SOLICITORS and AGENTS.—An established Firm of Auctioneers, Surveyors, and Valuers will return the moiety of all fees on all business introduced; bankers' and other references given.—Address, A. C., care of Smiths, 51, Moorgate-street, E.C.

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WHAT TO EAT, DRINK, & AVOID.

BY A MEDICAL MAN.

DIET. Under this head we will consider what is the best. Every man or woman must be a law unto themselves as to what to eat, drink, and avoid. The saying, "One man's meat is another man's poison," is very true, and the time of year, and the climatic surroundings have much to say in the matter. In the Arctic regions you can eat and relish fats or fat mixtures such as would be fatal to you in the tropics. Why do our countrymen suffer so much from liver complaint? It is because our insular training in the British Isles has induced a love for roast beef, spirits, and strong beers, and we indulge in these with one result—LIVER complaint. Were we only rational and adapted our diet to our surroundings, we would lead healthier, happier lives. Were we to a great extent to shun animal foot, we would be healthier.

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LEGAL and GENERAL LIFE ASSURANCE OFFICE, No. 10, Fleet-street, London, E.C., 15th March, 1897.

Notice is hereby given, that the ANNUAL GENERAL MEETING of the Society will be held at this office on TUESDAY, the 30th MARCH, 1897, at half-past 1 o'clock. At such Meeting six vacancies in the Direction then to be created by the retirement in rotation of Edward Lee Rowcliffe, Esq., the Rt. Hon. Lord Davey, Richard Mills, Esq., the Rt. Hon. Sir Richard Garth, William Henry Saltwell, Esq., and A. Grant Meek, Esq., will be filled up. Also at such Meeting Arthur John Finch, Esq., a Director elected since the last Annual General Meeting, will retire from office, but is eligible for re-election.

Two vacancies in the office of Auditor caused by the retirement in rotation of Edward H. Busk, Esq., and Charles G. Kekewich, Esq., will also be filled up at such Meeting. Written notice of the intention of any person to become or to propose a candidate for the office of Director or Auditor must be left at the office of the Society at least ten days before the holding of the Meeting.

The Directors and Auditors retiring in rotation are eligible for immediate re-election.

LEGAL and GENERAL LIFE ASSURANCE SOCIETY, No. 10, Fleet-street, London, E.C.

Notice is hereby given, that an Extraordinary General Meeting of the Society will be held at this office on Tuesday, 30th day of March, at 2 o'clock, for the purpose of declaring the amount of profit to be set apart out of the Assurance Fund in respect of the period of five years expired on the 31st day of December, 1896.

By order of the Board,
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1 ,, ,, 3
1 ,, ,, 2
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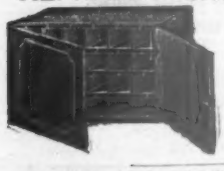

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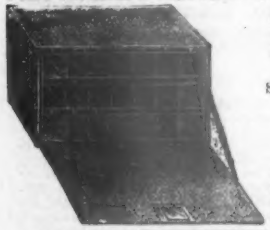

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